



CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

in the
George Gilbertson Boardroom
1601 Avenue D

TUESDAY
April 2, 2013
7:00 p.m.

AGENDA

*Estimated
time*

- | | | |
|------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:00 | 1. | CALL TO ORDER |
| | | a. Pledge of Allegiance |
| | | b. Roll Call |
| | 2. | APPROVE AGENDA contents and order |
| 7:05 | 3. | CITIZEN COMMENTS on items not on the Agenda (<i>and/or to request time to speak on any Action or Discussion items on this agenda</i>) |
| 7:15 | 4. | NEW EMPLOYEE INTRODUCTION |
| 7:20 | 5. | PRESENTATION – PROCLAIM April as Volunteer Month (<i>P. 1</i>) |
| | 6. | ACTION ITEMS |
| 7:25 | | a. Games of Amusement – ADOPT Ordinance 2254 (<i>P. 3</i>) |
| 7:40 | | b. AUTHORIZE City Manager to Sign Contract for Website Upgrade (<i>P. 9</i>) |
| 7:55 | 7. | DISCUSSION ITEM – Tattoo Parlors and Other Adult Uses – Ordinances 2251, 2255, and 2256 (<i>P. 27</i>) |
| 8:05 | 8. | CONSENT ITEMS |
| | | a. AUTHORIZE payment of claim warrants #51697 through #51776 in the amount of \$173,925.14 issued since the last regular meeting (<i>P. 45</i>) |

Continued on Back

- b. **APPROVE** the minutes of the workshop and regular meeting of March 19, 2013 (P. 57)
- c. **CONFIRM** Mayor's Reappointment to Planning Commission (P. 87)
- d. **AUTHORIZE** City Manager to Sign Kla Ha Ya Festival Special Event Contract (P. 89)

8:10 9. **OTHER BUSINESS/INFORMATION ITEMS**

8:15 10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**

8:25 11. **MANAGER'S COMMENTS**

8:30 12. **MAYOR'S COMMENTS**

8:35 13. **ADJOURN**

NEXT MEETING: Tuesday, April 16, 2013, regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

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

This organization is an Equal Opportunity Provider.



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PROCLAMATION

A PROCLAMATION OF THE CITY OF SNOHOMISH IN SUPPORT OF APRIL AS VOLUNTEER MONTH AND APRIL 9, 2013, AS NATIONAL SERVICE RECOGNITION DAY

WHEREAS, the City of Snohomish recognizes that volunteerism empowers our City to accomplish many great community projects by fulfilling a wide range of duties; and

WHEREAS, a volunteer force is vital to the future of Snohomish as a caring and giving community, greatly enhancing the lives of citizens; and

WHEREAS, volunteers in Snohomish have donated annually more than 60,000 hours of time and talents to their community to make a real difference for our City; and

WHEREAS, in the Snohomish community, hundreds of thousands dollars have been donated for projects such as scholarships, eye glasses and hearing aids, support for non-profit organizations to feed low income residents, to provide services for seniors citizens, and to provide dictionaries, shoes, and Christmas stockings for school age children as well as much more; and

WHEREAS, service to others is a cherished hallmark of the Snohomish community as well as distinctive element of the American character, and it is crucial to how we meet our challenges both nationally and locally; and

WHEREAS, the nation's city governments are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, volunteer service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, volunteer service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining

PRESENTATION 5

with mayors across the country to support the Mayors Day of Recognition for National Service on April 9, 2013.

NOW, THEREFORE, I, Karen Guzak, Mayor of Snohomish, on behalf of the City Council, do hereby proclaim April 9, 2013, as National Service Recognition Day and the month of April as

VOLUNTEER MONTH in SNOHOMISH

in recognition of the outstanding contributions made by hundreds of volunteers who represent the best of the City's unique character with the generous giving of their talents, energy, and time.

SIGNED by the Mayor of Snohomish this 2nd day of April 2013.

Karen Guzak, Mayor

ATTEST:

Torchie Corey, City Clerk

ACTION ITEM 6a

Date: April 2, 2013

To: City Council

From: Owen Dennison, Planning Manager

Subject: Games of Amusement – Draft Ordinance 2254

This agenda item provides for City Council action on a draft ordinance to amend Chapter 5.52 SMC, Gambling, Bingo, Raffles, and Games of Amusement. This issue has arisen quickly and is time-sensitive. Consequently, staff is requesting immediate action by the City Council without the typical opportunity for prior discussion. However, the amendment requested by this proposed ordinance is minor in nature and would not constitute a broad policy change.

The Kla Ha Ya Spring Festival is scheduled for April 18 through April 21 and is planned to include a variety of family-oriented activities and events, including carnival games. “Games of amusement” are regulated by the Washington State Gambling Commission under RCW Chapter 9.46. The Gambling Commission has apprised the City that the SMC does not currently allow games of amusement except where such games are managed and operated by a charitable or nonprofit organization for the exclusive benefit of that organization, and where the organization furnishes the equipment. As adopted, these regulations do not allow Kla Ha Ya Days to contract with a third party to provide the games of amusement and do not allow the Gambling Commission to issue a permit to the operator.

Draft Ordinance 2254, provided as an attachment to this staff report, would amend the definition of amusement game in Chapter 5.52 SMC to allow a contracted operator to provide the equipment, operate the games, and receive a portion of the proceeds. Adoption later than the April 2, 2013, City Council meeting would make the amendments effective after the conclusion of the Spring Festival. Therefore, immediate action is requested. No public hearing is required by statute or City ordinance. Gambling Commission staff has stated that the State will issue the necessary permits with receipt of a draft ordinance.

STRATEGIC PLAN REFERENCE: The proposed regulatory amendments neither specifically further nor conflict with any of the five Strategic Plan goals.

RECOMMENDATION: That the City Council **ADOPT Ordinance 2254 to amend Chapter 5.52 SMC.**

ATTACHMENT: Draft Ordinance 2254

ACTION ITEM 6a

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE 2254

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, AMENDING PORTIONS OF ORDINANCE 1179 CODIFIED IN SNOHOMISH MUNICIPAL CODE (SMC) CHAPTER 5.52 ENTITLED “GAMBLING, BINGO, RAFFLES AND GAMES OF AMUSEMENT”, SECTION 5.52.020 “DEFINITIONS” RELATING TO AMUSEMENT GAMES; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, gambling, bingo, raffles, and games of amusement are regulated under Chapter 5.52 of the Snohomish Municipal Code; and

WHEREAS, the City sponsors or approves community-wide celebrations from time to time with planned events and activities, including games of amusement; and

WHEREAS, current provisions of Chapter 5.52 restrict who may manage, operate, and receive proceeds from games of amusement in the City; and

WHEREAS, the City Council deems it appropriate to allow contracted operators of games of amusement for community-wide events where the City retains approval authority; and

WHEREAS, the City Council finds that the amendments contained in this Ordinance will benefit and promote public health, safety, and welfare; and

WHEREAS, the City Planner, acting as the SEPA Responsible Official, determined this proposed legislation is not a development regulation as defined by the Growth Management Act, and also determined that it is procedural in nature and therefore exempt from threshold determination and EIS requirements under Chapter 43.21C RCW;

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

Section 1. SMC section 5.52.020 entitled “Definitions” is amended to read as follows:

5.52.020 Definitions. As used in this chapter:

- A. “Contest of chance” means any contest, game, gaming scheme, or gaming device in which the outcome depends in a material degree upon an element of chance, notwithstanding that skill of the contestants may also be a factor therein;
- B. “Gambling” A person engages in gambling if he stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under his control or influence, upon an agreement or understanding that he or someone else will

ACTION ITEM 6a

- receive something of value in the event of a certain outcome. Gambling does not include pari-mutuel betting as authorized by RCW 67.16, bona fide business transactions valid under the law of contracts, including, but not limited to, contracts for the purchase or sale at a future date of securities or commodities, and agreements to compensate for loss caused by the happening of chance, including, but not limited to, contracts of indemnity or guarantee and life, health, or accident insurance;
- C. “Thing of value” means any money or property, any token, object, or article exchangeable for money or property, or any form of credit or promise, directly or indirectly, contemplating transfer of money or property or of any interest therein, or involving extension of a service, entertainment or a privilege of playing at a game or scheme without charge;
- D. “Bingo” means a game in which prizes are awarded on the basis of designated numbers or symbols on a card conforming to numbers or symbols selected at random and in which no cards are sold except at the time and place of said game, when said game is conducted by a bona fide charitable or nonprofit organization which does not conduct or allow its premises to be used for conducting bingo on more than three occasions per week and which does not conduct bingo in any location which is used for conducting bingo on more than three occasions per week or if an agricultural fair authorized under RCW 15.76 and 36.37, which does not conduct bingo on more than twelve consecutive days in any calendar year, and except in the case of any agricultural fair as authorized under RCW 15.76 and 36.37, no person other than a bona fide member of said organization takes any part in the management or operation of said game, and no person who takes any part in the management or operation of any game conducted by any other organization or any other branch of the same organization and no part of the proceeds thereof inure to the benefit of any person other than the organization conducting the said game;
- E. “Raffle” means a game in which tickets bearing an individual number are sold for not more than one dollar each and in which a prize or prizes are awarded on the basis of a drawing from said tickets by the person or persons conducting the game, when said game is conducted by a bona fide charitable or nonprofit organization, no person other than a bona fide member of said organization takes any part in the management or operation of said game, and no part of the proceeds thereof inure to the benefit of any person other than the organization conducting said game;
- F. “Amusement game” means a game played for entertainment in which:
1. The contestant actively participates,
 2. The outcome depends in a material degree upon the skill of the contestant,
 3. Only merchandise prizes are awarded,
 4. The outcome is not in the control of the operator,

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5. The wagers are placed, the winners are determined, and a distribution of prizes or property is made in the presence of all persons placing wagers at such game, and
 6. Said game is conducted by, sponsored by, or on behalf of a bona fide charitable or nonprofit organization, ~~((no person other than a bona fide member of said organization takes any part in the management or operation of said game, including the furnishing of equipment, and no part of the proceeds thereof inure to the benefit of any person other than the organization conducting such game,-))~~said game is part of a community-wide civic festival held not more than once annually and sponsored or approved by the City, and said game is conducted ((as part of any agricultural fair as authorized under RCW 15.76 and 36.37))with the written approval of the City Manager.
- G. “Bona fide charitable or nonprofit organization” means any organization duly existing under the provisions of RCW 24.12, 24.20, or 24.28, any agricultural fair authorized under the provisions of RCW 15.76 or 36.37, or any nonprofit corporation duly existing under the provisions of RCW 24.03 for charitable, benevolent, eleemosynary, educational, civic, patriotic, political, social, fraternal, athletic or agricultural purposes only, which has been organized and is operated primarily for purposes other than the operation of bingo games, raffles, amusement games, and which received not more than twenty thousand dollars or twenty-five percent of its gross receipts, whichever is the greater, in any calendar year from the operation of bingo, raffles, amusement games; but these limitations on receipts shall not apply to any organization which conducts only one raffle per calendar year, the total gross income from which does not exceed twenty thousand dollars, and which does not conduct bingo games and/or amusement games; provided, that the money or gross receipt limitations hereinabove set forth in this subsection shall not include the amount of cash prizes actually paid out in the operation of bingo games or the actual costs to an organization of any prizes given in the conduct of a raffle. The fact that contribution to an organization do not qualify for charitable contribution deduction purposes or that the organization is not otherwise exempt from payment of federal income taxes pursuant to the Internal Revenue Code of 1954, as amended, shall constitute prima facie evidence that the organization is not a bona fide charitable or nonprofit organization for the purposes of this section;
- H. “Whoever” and “person” include natural persons, corporations and partnerships, and associations of persons; and when any corporate officer, director, or stockholder or any partner authorizes, participates in, or knowingly accepts benefits from any violation of this chapter committed by his corporation or partnership, he shall be punishable for such violation as if it had been directly committed by him;
- I. “Punch boards” and “pull-tabs” shall be given their usual and ordinary meaning as of August 20, 1974, except that such definition may be revised by the Washington State Gambling Commission pursuant to rules and regulations promulgated by said commission;

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- J. "Gross revenue or income" is defined as the total sum of money or value received from the particular activity before any deductions on account of operational and maintenance expenses or any expense whatsoever, and without any deduction on account of losses;
- K. "Fishing derby" means a fishing contest, with the payment or giving of an entry fee or other consideration by some or all of the contestants; wherein the contestants compete with each other for a prize or prizes, whether money, merchandise or other thing of value; the prize or prizes is or are awarded based upon the lawful catching of fish by any one or more of the contestants; and when such contest is conducted by a bona fide charitable or nonprofit organization;
- L. "Social card game" means a card game, including but not limited to the game commonly known as "Mah Jongg," which constitutes gambling and contains each of the following characteristics:
1. There are two or more participants and each of them is a player, and
 2. A player's success at winning money or other thing of value by overcoming chance is in the long run largely determined by the skill of the player, and
 3. No organization, corporation, or person collects or obtains or charges any percentage of or collects or obtains any portion of the money or thing of value wagered or won by any of the players; provided, that this item shall not preclude a player from collecting or obtaining his winnings, and
 4. No organization, corporation, or person collects or obtains any money or thing of value from, or charges or imposes any fee upon, any person which either enables him to play or results in or from his playing; provided, that this item shall not apply to the membership fee in any bona fide charitable or nonprofit organization or to an admission fee allowed by the state gambling commission, and
 5. The type of card game is one specifically approved by the state gambling commission, and
 6. The extent of wagers, money, or other thing of value which may be wagered or contributed by any player does not exceed the amount or value specified by the state gambling commission.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such a decision or preemption shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other persons or circumstances.

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Section 3. Effective Date. This ordinance shall take effect 5 days after its publication by summary.

ADOPTED by the City Council and **APPROVED** by the Mayor this 2nd day of April 2013.

CITY OF SNOHOMISH

By _____
KAREN GUZAK, MAYOR

ATTEST:

APPROVED AS TO FORM:

By _____
TORCHIE COREY, CITY CLERK

By _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____

ACTION ITEM 6b

Date: April 2, 2013
To: City Council
From: Debbie Emge, Economic Development Manager
Subject: Website Update

The purpose of this item is to provide the City with consultant services for website development, website hosting, and technical support for a new City website. The current website, designed in 2000, has served website users well but it needs to be updated to keep current with web user demands for ease of information access.

City staff has chosen CivicPlus as the consultant for a couple of key reasons. The first is that CivicPlus has over 1,300 government entities that they provide websites and website services to, and they currently serve the City of Monroe, City of Lake Stevens, City of Marysville, and other Washington based municipalities; thus the website back office is able to meet the stringent public disclosure requirements for Washington.

CivicPlus also offers the benefit of multiple users having responsibility for their own areas of the website. Currently our small information technology staff is required to update the website for all the departments of the City. With the new website, each department will be able to designate their own staff member who will be responsible for assuring not only that their information is current on the website but equally important is assuring that outdated information is removed from the website.

Staff anticipates that the new website will be much easier for our customers to navigate and find the information that is important to them. The website will incorporate social media tools such as the newsletter, blog, Facebook, and Twitter that are currently maintained independently of the current website.

If the City Council authorizes the signing of the contract, it is anticipated that development of the new site will begin in mid April. The goal is to have the site go-live by the end of 2013.

STRATEGIC PLAN REFERENCE: Goal #5 - Invest in City Services to Realize the City's Vision and Maintain Adequate Service.

RECOMMENDATION: That the City Council **AUTHORIZE** the City Manager to sign the professional services agreement with Icon Enterprises, Inc. d/b/a CivicPlus, Inc.

ATTACHMENT: Proposed professional services agreement with Icon Enterprises, Inc. d/b/a CivicPlus, Inc.



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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND ICON ENTERPRISES, INC d/b/a CIVICPLUS, INC. FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Snohomish, a Washington State municipal corporation (“City”), and ICON ENTERPRISES, INC., d/b/a CivicPlus, Inc. (“Consultant”), a Kansas Corporation licensed to do business in Washington State.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding website development, website hosting, and technical support and as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, the City will own the Customer Content, as well as the GCMS software. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

At the time of project acceptance, immediately prior to website go-live, if the City does not agree that CivicPlus has delivered a fully functioning government website, CivicPlus will refund any fees paid, or cancel any project development invoices outstanding, and cancel this agreement completely, with no remaining obligations. By signing the project acceptance form, the City agrees that CivicPlus has created a fully functioning government website; at that time the website will go-live.

Provided the City's account is current, at any time the City may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). The City agrees to pay \$250 per completed request. Provided the City's account is current, upon termination of services the City may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS") software.

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

Upon completion of the development of the site, the City will assume full responsibility for website content maintenance and content administration. The City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

The City shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the GCMS software in any way; (ii) modify or make derivative works based upon the GCMS software; (iii) create Internet "links" to the GCMS software or "frame" or "mirror" any GCMS administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of the GCMS software, or (c) copy any ideas, features, functions, or graphics of the GCMS software.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS software are trademarks of CivicPlus, and no right or license is granted to use them.

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III.3 **TERM.** The term of this Agreement shall commence on April 8, 2013 and shall terminate on April 7, 2017. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 **INDEMNITY.** Indemnification/Hold Harmless the Parties shall defend, indemnify, and hold the other Party, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of the party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Party's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Parties negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees, or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents, and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

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(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the State of Kansas.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic, or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall provide written notification of such cancellation/termination to the City within five business days.

c. **Acceptability of Insurers.** Insurance to be provided by the Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as

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appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will not use subcontractors/subconsultants on this contract.

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services **Exhibit A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$35,775 without the written agreement of the Consultant and the City. Billing for the CivicPlus Advantage Plan begins upon contract signing. The City shall sign a project completion and acceptance form prior to Project Go-Live. All Parties agree that the website will not go-live until the project is accepted in writing by the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City chooses to terminate pursuant to paragraph V.2 the Consultant shall only be paid for the services provided to the date of termination – as explained in Article

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V, Section 2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. After forty-eight months of continuous service, the City is entitled to a no-cost redesign, details noting in **Exhibit B**. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. The first payment of \$10,193 will be due upon contract signing, the second payment of \$10,193 due April 7, 2014, the third payment of \$10,193 due April 7, 2015, and the fourth payment of \$5,196 due April 7, 2016. Fees for the CivicPlus Advantage Plan are invoiced prior to the year of service. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant a mutually agreed amount.

b. Invoices are due by the first of the following month, but no sooner than 30 days from the invoice date. Project development will be discontinued if payment is not made within 30 days after the invoice due date. After project go-live, if the City's account exceeds 60 days past due, Support will be discontinued until the City's account is made current. If the City's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the City's account is made current. City will be given 30 days notice prior to discontinuation of services for non-payment.

c. The City will be invoiced electronically through email. Emails will be sent to Debbie Emge, Economic Development Manager, at:

emge@ci.snohomish.wa.us

and as set forth in Article V.1. Upon request CivicPlus will mail invoices and the City will be charged a \$5.00 convenience fee. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

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

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

ACTION ITEM 6b

in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

IV.4 PUBLIC RECORDS ACT RCW 42.56. The parties agree that this Agreement is a public record subject to disclosure under the Public Records Act RCW 42.56. Both parties acknowledge and agree that pursuant to this Agreement valuable marketing and technical information may be disclosed by City and Consultant; that such information shall be retained by each party in confidence; however, in the event of a Public Records Request, prior to any disclosure the City will provide at least 7 calendar days, written 3rd party notice to Consultant, whereby the Consultant can choose whether the Consultant will file for a court order to prevent or limit disclosure under the Public Records Act, or if applicable any other court action. NOTE: City is subject to Public Disclosure laws, and dealings with the City and confidentiality covenants must qualify under this law.

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

ARTICLE V. GENERAL

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

**CITY OF SNOHOMISH
LARRY BAUMAN
116 UNION AVENUE
SNOHOMISH, WA 98290**

Billing email address: emge@ci.snohomish.wa.us

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

**ICON ENTERPRISES, INC., d/b/a CIVIC PLUS, INC.
DANNY ELMORE
317 HOUSTON STREET, STE. E
MANHATTAN, KS 66502**

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

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon thirty (30) calendar days' written notice to the Consultant.

In the event of early termination of the Agreement by the City within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due

ACTION ITEM 6b

within 30 days of termination. In the event of early termination of the Agreement by the City after twelve (12) months, but before the expiration of the Agreement, annuals fees for year(s) two (2) and three (3) will be prorated and the City will be charged only for the time it remains as a client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 30 days of termination.

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

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

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

V.5 **SEVERABILITY.**

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

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

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

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

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

ACTION ITEM 6b

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

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

V11. **CONTRACTOR SUPPORT.** CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained City staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the City. The City is responsible for providing CivicPlus with contact updates.

Support includes providing technical support of the GCMS software, application support (pages and modules), and technical maintenance of the City's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.

During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the City, take action to correct any problems or defects discovered in the GCMS software and reported to CivicPlus by the City, such warranty to include ongoing maintenance upgrades and technical error correction.

CivicPlus provides online website statistics software at no extra charge. If The City desires to use other website statistic software, CivicPlus will provide the necessary log file access.

V.12. **MARKETING.** The City will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.

The City permits CivicPlus to include an example of the City's home page and a link to the City's website on the CivicPlus corporate website.

The City will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. The City will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

The City will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.

The City agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. The City understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

ACTION ITEM 6b

V.13 **LIABILITIES.** CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the City. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by the City or any entity other than CivicPlus that furnishes services, facilities, or equipment used in connection with CivicPlus services or facilities.

V.14. **FORCE MAJEURE.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

V.15 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2013.

CITY OF SNOHOMISH

ICON ENTERPRISES, INC.,
d/b/a CIVICPLUS, INC

By _____
Larry Bauman, City Manager

By _____
Jesse Manning, Vice President
Sales & Marketing

Approved as to form:

Attest:

By _____
Grant K. Weed, City Attorney

By _____
Torchie Corey, City Clerk

ACTION ITEM 6b

EXHIBIT A SCOPE OF WORK

CivicPlus Project Development Cost

Project Development & Annual Support, Maintenance & Hosting April 8, 2013 – April 7, 2017	\$35,775
<i>Server Storage not to exceed 15 GB; Media Center Storage not to exceed 10 GB</i>	

With CivicPlus, you'll enjoy all the benefits of our Ultimate Service Plan – 24/7 support, software maintenance, unlimited upgrades, recurring training and access to the CivicPlus community. Protecting your investment is important, and our Ultimate Service Plan allows you to receive maximum benefit at minimal cost. Over the course of a year, you'll receive nearly \$500,000 in software upgrades, maintenance and optimization. Additionally, your staff will have full access to our support staff, ensuring that they're always up-to-date on our latest features and functionality.

With the Ultimate Service Plan, CivicPlus will handle the workload, with redundant hosting services, daily backups and extensive disaster recovery plans. And if the Ultimate Service Plan isn't right for you, the site and software are yours – our websites are as portable as they are powerful.

Payment Plan – CivicPlus Advantage

CivicPlus Advantage offers local governments an alternative payment plan that eases the impact of a new website on your budget and spreads the one-time project development costs over a longer period of time.

Through a minimum three-year contract, CivicPlus Advantage dramatically lowers the one-time project development and start-up costs of launching a new website, **combining one-time and recurring fees and spreading them over the life of the contract.** And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with CivicPlus – at no additional charge.

The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:

1. Terminate the CivicPlus Advantage Plan by providing written notice and contract for Annual Support, Maintenance & Hosting services. Base rate of \$4,713 is subject to 5% annual increase.
2. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules, integration of third-party software or capabilities, additional design services beyond the standard website redesign and custom programming for new site modules or features.
3. Terminate services with CivicPlus.

CivicPlus Advantage	2013	2014	2015	2016
Annual Recurring Fees	\$10,193	\$10,193	\$10,193	\$5,196

ACTION ITEM 6b

Project Development

Phase 1: Analysis and Timeline Development <u>Deliverable:</u> Project Timeline and worksheets	Included
Phase 2: Website Design <u>Deliverable:</u> Website Design Composition	Included
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website	Included
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	Included
Phase 5: Content Development of 50 standard pages and up to 250 supporting elements <u>Deliverable:</u> Website content development and module content.	Included
Phase 6: Test and Review, Establish Future Expectations <u>Deliverable:</u> List of items that need to be addressed	Included
Phase 7: 32-hours Interactive Webinar Training <u>Deliverable:</u> Train System Administrator(s) on GCMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	Included
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report	Included
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines	Included
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Additional Functionality	
Google Translation Tool	Included
Gov 2.0 Upgrades	
Blog	Share
Facebook Integration	Twitter Integration
Options Included in One-Time Fee	
None	n/a

ACTION ITEM 6b

Annual Support, Maintenance & Hosting from April 8, 2013 – April 7, 2017	\$35,775
	TOTAL FEES \$35,775

Project Development Includes the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Citizen Request Tracker (5 users) • Community Voice • Document Center • ePay • Facilities & Reservations • FAQs • Featured Info Module • Forms Center • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email & SMS Text Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Generic Mobile App (iOS & Android) • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook & Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

ACTION ITEM 6b

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

ACTION ITEM 6b

EXHIBIT B

Exhibit B – Basic Redesign of Website

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be formatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

ACTION ITEM 6b

DISCUSSION ITEM 7

Date: April 2, 2013
To: City Council
From: Owen Dennison, Planning Manager
Subject: **Tattoo Parlors and Other Adult Uses**

This agenda item provides an initial discussion of potential amendments to Title 5 SMC, Business Regulations and Licensing, to update regulations relating to tattoo parlors and certain types of adult uses including bath houses, body shampoo parlors, and bikini clubs. Staff seeks the City Council's direction on whether and which amendments are desired at this time.

These amendments were initiated by public comment during the June 5, 2012, City Council meeting, when Jake Harrison, owner of a local tattoo business, apprised Council that current City regulations for tattoo establishments are out-of-date. Mr. Harrison also expressed concern that the City business license fees for tattoo parlors are significantly in excess of the fees paid by most other businesses.

Staff has researched the information provided by Mr. Harrison and concurs that consideration of amendments to the tattoo parlor regulations is appropriate. Tattoo parlors are currently regulated in Chapter 5.66 SMC, Public Bath Houses, Body Shampoo Parlors, and Tattoo Parlors. Existing regulations provide for background checks for new applications, ongoing inspections, and hygiene standards. Since 2009, practitioners of body art, body piercing, and tattooing have been required to have state-issued licenses. Since 2010, the Washington State Department of Health has had health and safety rules in effect for the conduct of these activities. Therefore, it is no longer necessary for the City to take primary responsibility for this aspect of public health and safety. According to staff's research, other jurisdictions in the state that regulate the activities of tattoo parlors limit such regulations to compliance with state rules, including prohibitions on tattooing persons under the age of 18. To update the City's regulation of tattoo parlors, staff proposes the amendments provided as Attachment A.

In assessing the current state of the City's regulations for tattoo establishments and activities, staff also reviewed the other activities regulated under Chapter 5.66 SMC, bath houses and body shampoo parlors, as well as bikini clubs regulated under Chapter 5.64 SMC. The City's current adult use regulations derive from recommendations of a study conducted in the late 1990s by a citizens committee established by the City Council. The result of the committee's work was Ordinance 1880, establishing the current business regulations for adult uses, Ordinance 1898, establishing an adult use admissions tax, and Resolution 956, which confirmed and ratified the previously approved land use code provisions in Title 14 SMC addressing zoning for adult uses. The final report prepared by the committee is provided as Attachment D.

In staff's view, the regulations adopted pursuant to the committee's work do not, with the exception of tattoo regulations, necessitate amendment. However, staff offers for the City Council's consideration that among the other adult use regulations—adult motion picture theaters, adult

DISCUSSION ITEM 7

drive-in theaters, adult cabarets, adult panorams, bikini clubs, public bath houses, body shampoo parlors, and body studios—certain regulated activities are very unlikely to be established in the City. As part of the amendments for tattoo parlors, staff requests the City Council’s direction on whether current regulations applicable to bath houses, body shampoo parlors, and bikini clubs should be repealed. Chief Flood has stated that he is unaware of any such activities in Snohomish County. The proposed removal of the uses from the SMC is not intended as a policy change in support of the uses; rather it is an acknowledgement that these uses are sufficiently unlikely to occur in Snohomish that operational regulations may not be warranted.

Apart from the City of Marysville, staff found no other jurisdictions that regulate body shampoo parlors and bikini clubs. A number of Washington State jurisdictions continue to regulate bath houses among adult uses, although, in general, the regulations appear to have been adopted between one and three decades ago.

If regulations for bath houses, body shampoo parlors, and bikini clubs are removed from Title 5 SMC, the potential locations where such uses could be established would continue to be regulated under Title 14 SMC. All adult uses are limited to the Industry land use designation bounded by Seventh Street on the south, State Route 9 on the west, and Bonneville Avenue on the east.

If it is the City Council’s direction to consider all or any of the three draft ordinances provided as Attachments A, B, and C, staff will schedule a public hearing for a future City Council meeting.

STRATEGIC PLAN REFERENCE: The proposed regulatory amendments neither further nor conflict with any of the five Strategic Plan goals.

RECOMMENDATION: That the City Council **DISCUSS** the proposed adult use regulation amendments and **DIRECT** staff on the draft ordinances.

ATTACHMENTS:

- A. Draft Ordinance 2251 relating to public bath houses, body shampoo parlors, and tattoo parlors
- B. Draft Ordinance 2255 relating to the admissions tax for adult uses
- C. Draft Ordinance 2256 repealing bikini club regulations
- D. Citizens Review Committee on Adult entertainment Final Report
- E. Meeting minutes

DISCUSSION ITEM 7

ATTACHMENT A

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE 2251

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON AMENDING THE CITY'S BUSINESS AND LICENSING REGULATIONS, AS SET FORTH IN TITLE 5 OF THE SNOHOMISH MUNICIPAL CODE (SMC), REPEALING CHAPTER 5.66 SMC "PUBLIC BATH HOUSES, BODY SHAMPOO PARLORS AND TATTOO PARLORS"; ADDING A NEW CHAPTER 5.65 SMC "BODY ART, PIERCING AND TATTOOING"; AND AMENDING ORDINANCE 1880, AS AMENDED

WHEREAS, in accordance with the City's right and duty to enact laws for the protection of the public health, safety and general welfare, the City has established regulations for adult-oriented businesses; and

WHEREAS, the City Council finds that it is appropriate to review and amend the Snohomish Municipal Code (SMC) from time to time as social and legal circumstances warrant; and

WHEREAS, pursuant to Ordinance 1791 adopted by the City Council in 1995, the Snohomish Adult Use Study Committee was established to determine if there were secondary land use impacts related to adult businesses or adult clubs; to determine the nature of these impacts on the community; and to development recommendations for future action to address such impacts, including revised regulations for adult use businesses and adult clubs; and

WHEREAS, following from the work of the Snohomish Adult Use Study Committee and attendant review by the Planning Commission, the City Council passed Resolution 956, which confirmed and ratified land use regulations for adult entertainment businesses as adopted in Ordinance 1867, and adopted Ordinance 1880, which established business regulations for certain adult entertainment businesses, including adult motion picture theaters, adult drive-in theaters, adult cabarets, adult panorams, bikini clubs, bath houses, body shampoo parlors, tattoo parlors, and body studios; and

WHEREAS, the business regulations for tattoo parlors in Ordinance 1880 included operational standards for tattoo parlors and a special business license fee to offset any City costs incurred to ensure that such uses do not harm the public health and safety; and

WHEREAS, in 2009 the State of Washington adopted a new Chapter 18.300 RCW establishing state requirements for licensing and regulation of body art, body piercing, and tattooing, for which administrative rules in WAC Chapters 308-22 and 246-145 became effective in 2010; and

WHEREAS, the state licensing and health and safety rules established by the State of Washington make local tattoo business regulations to protect the public health, safety and welfare of the community redundant; and

WHEREAS, without the requirement for local health and safety oversight, it is appropriate to revise the business license fee for tattoo businesses for consistency with the fee for other businesses within the City; and

DISCUSSION ITEM 7

WHEREAS, WAC 197-11-800(19) exempts adoption of ordinances relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment, from environmental review under the State Environmental Policy Act (SEPA), RCW Chapter 43.21C; and

WHEREAS, on _____, 2013, a public hearing was held before the City Council and all who wished to be heard were heard; and

WHEREAS, the City Council has determined that the amendments to the Snohomish Municipal Code adopted in this ordinance will preserve the public health, safety, and welfare of Snohomish residents;

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

Section 1. Chapter 5.66 SMC, entitled “PUBLIC BATH HOUSES, BODY SHAMPOO PARLORS AND TATTOO PARLORS” is hereby repealed in its entirety.

Section 2. A new Chapter 5.65 SMC, entitled “BODY ART, PIERCING AND TATTOOING” is hereby adopted as set forth in the attached Exhibit A and is incorporated herein by this reference.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

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

ADOPTED by the City Council and **APPROVED** by the Mayor this ___ day of _____, 2013.

CITY OF SNOHOMISH

By _____
KAREN GUZAK, MAYOR

ATTEST:

APPROVED AS TO FORM:

By _____
TORCHIE COREY, CITY CLERK

By _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

DISCUSSION ITEM 7

EXHIBIT A

Chapter 5.65

BODY ART, BODY PIERCING AND TATTOOING

Sections:

- 5.65.010 Definitions
- 5.65.020 Licensing
- 5.65.030 Work Unlawful

5.65.010 Definitions.

For the purposes of this chapter, the following definitions are adopted.

- A. “Body art” means the practice of invasive cosmetic adornment including the use of branding and scarification. “Body art” also includes the intentional production of scars upon the body. “Body art” does not include any health-related procedures performed by licensed health care practitioners under their scope of practice.
- B. “Body piercing” means the process of penetrating the skin or mucous membrane to insert an object, including jewelry, for cosmetic purposes. “Body piercing” also includes any scar tissue resulting from or relating to the piercing. “Body piercing” does not include the use of stud and clasp piercing systems to pierce the earlobe in accordance with the manufacturer’s directions and applicable United States Food and Drug Administration requirements. “Body piercing” does not include any health-related procedures performed by licensed health care practitioners under their scope of practice, nor does it include the implantation of foreign objects into the human body.
- C. “Tattooing” means to pierce or puncture the human skin with a needle or other instrument for the purpose of implanting an indelible mark or pigment into the skin. “Tattooing” includes the application of permanent cosmetics such as permanent eyeliner, eyebrows, lip liner, and full lip color.

5.65.020 Licensing. All business license applications and fees for body art, body piercing, and tattooing, shall be processed pursuant to Chapter 5.02 and shall comply with all City laws and regulations and all State licensing laws and regulations. Issuance of a City business license for body art, body piercing, and/or tattooing shall be subject to documentation of a state-issued location license.

5.65.030 Work Unlawful.

- A. It is unlawful for a manager or an employee or independent contractor to work in a body art, body piercing, or tattoo business unless the manager or employee or independent contractor is a holder of a valid and subsisting license from the state and City to do so.
- B. RCW 26.28.085, Applying a tattoo to a minor – Penalty, including all future amendments, additions or deletions, is incorporated and adopted by reference.

DISCUSSION ITEM 7

ATTACHMENT B

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE 2255

**AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON
AMENDING THE CITY'S FINANCE REGULATIONS, AS SET FORTH
IN TITLE 3 OF THE SNOHOMISH MUNICIPAL CODE (SMC),
AMENDING CHAPTER 3.18 SMC "ADMISSIONS TAX," AND
AMENDING ORDINANCE 1898**

WHEREAS, in accordance with the City's right and duty to enact laws for the protection of the public health, safety, and general welfare, the City has established regulations for adult-oriented businesses; and

WHEREAS, the City Council finds that it is appropriate to review and amend the Snohomish Municipal Code (SMC) from time to time as circumstances warrant; and

WHEREAS, pursuant to Ordinance 1791 adopted by the City Council in 1995, the Snohomish Adult Use Study Committee was established to determine if there were secondary land use impacts related to adult businesses or adult clubs; to determine the nature of these impacts on the community; and to development recommendations for future action to address such impacts, including revised regulations for adult use businesses and adult clubs; and

WHEREAS, following from the work of the Snohomish Adult Use Study Committee and attendant review by the Planning Commission, the City Council passed Resolution 956, which confirmed and ratified land use regulations for adult entertainment businesses as adopted in Ordinance 1867, and adopted Ordinances 1880 and 1898, which established an admissions tax and business regulations for certain adult entertainment businesses, including adult motion picture theaters, adult drive-in theaters, adult cabarets, adult panorams, bikini clubs, bath houses, body shampoo parlors, tattoo parlors, and body studios; and

WHEREAS, an admissions tax for adult entertainment uses is currently established in Chapter 3.18 SMC; and

WHEREAS, in approving Ordinance 2256, the City Council repealed business regulations related to bikini clubs in Title 5 SMC; and

WHEREAS, bikini clubs are not identified as a separate land use or distinct adult entertainment business in the SMC; and

WHEREAS, for internal consistency within the SMC, it is appropriate to remove references to bikini clubs in Chapter 3.18 SMC; and

WHEREAS, WAC 197-11-800(19) exempts adoption of ordinances relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment, from environmental review under the State Environmental Policy Act (SEPA), RCW Chapter 43.21C; and

DISCUSSION ITEM 7

WHEREAS, on _____, 2013, a public hearing was held before the City Council and all who wished to be heard were heard; and

WHEREAS, the City Council has determined that the amendments to the Snohomish Municipal Code adopted in this ordinance will preserve the public health, safety, and welfare of Snohomish residents;

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

Section 1. Chapter 3.18 SMC, entitled “ADMISSIONS TAX” is hereby amended as set forth in the attached Exhibit A and is incorporated herein by this reference.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Effective Date. This ordinance shall be effective five days after adoption and publication by summary.

ADOPTED by the City Council and **APPROVED** by the Mayor this ___ day of _____, 2013.

CITY OF SNOHOMISH

By _____
KAREN GUZAK, MAYOR

ATTEST:

APPROVED AS TO FORM:

By _____
TORCHIE COREY, CITY CLERK

By _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

DISCUSSION ITEM 7

EXHIBIT A

Chapter 3.18

ADMISSIONS TAX

Sections:

- 3.18.010 Definitions
- 3.18.020 Imposition of Admissions Tax
- 3.18.030 Collection and Remittance of Tax
- 3.18.040 Accounting Requirement
- 3.18.050 Payment of Tax
- 3.18.060 Late Payment Fee

Section 3.18.010 Definitions. Adult motion picture theater, adult drive-in theater, and adult cabarets shall be those businesses as defined by Chapter 5.60 SMC. An adult panoram shall be that business defined by Chapter 5.62 SMC. ~~((A bikini club shall be that business defined by Chapter 5.64 SMC.))~~

Section 3.18.020 Imposition of Admissions Tax. There is hereby levied and fixed a tax of one cent (1¢) on twenty cents (20¢) or fraction thereof to be paid by the person who pays an admissions charge to an adult motion picture theater, adult drive-in theater, adult cabaret, adult panoram, or ~~((bikini club))~~ similar adult use for which admission is charged. An admission charge shall be such charge as is defined as an "admission charge" by RCW 35.21.280 as said section exists or may be amended from time to time.

Section 3.18.030 Collection and Remittance of Tax. Each and all adult motion picture theaters, adult drive-in theaters, adult cabarets, adult panorams, and ~~((bikini clubs))~~ similar adult uses that receive payment of an admission charge shall collect the tax due from the persons paying the admission charge, and shall remit payment of the tax to the City of Snohomish.

Section 3.18.040 Accounting Requirement. Businesses subject to collection and remittance of taxation pursuant to this chapter shall account to the City not less often than quarterly showing the admissions charges received within the City on a month by month basis and the taxation collected and to be remitted. The City shall have the right, at its expense, to conduct such audit procedures as may be necessary to confirm such accounting and shall have the right, at the expense of the business subject to the obligation to collect and remit taxation, to conduct such audit procedures as are necessary to establish or account for the taxable revenue should the business subject to taxation fail or refuse to provide an accounting as provided by this section.

Section 3.18.050 Payment of Tax. The tax to be collected and remitted pursuant to this chapter shall be paid monthly upon the 20th day of the month next succeeding the month in which admissions charges were collected by the businesses subject to this chapter.

Section 3.18.060 Late Payment Fee. As to all taxes due under this chapter, beginning with the tax to be paid on the 20th day of the month following the effective date of imposition of a tax on admissions, if said tax is not collected and remitted by said 20th day, a late payment penalty shall accrue, be fixed, levied and added to the tax collection due from the business as follows:

If any tax is not collected and remitted within forty-five (45) days of its due date, a penalty shall be added equal to five percent (5%) of the tax, with a minimum penalty of TWO DOLLARS (\$2). (Ord. 1898, March 1999)

DISCUSSION ITEM 7

ATTACHMENT C

**CITY OF SNOHOMISH
Snohomish, Washington**

ORDINANCE 2256

**AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON
AMENDING THE CITY'S BUSINESS AND LICENSING REGULATIONS,
AS SET FORTH IN TITLE 5 OF THE SNOHOMISH MUNICIPAL CODE
(SMC), REPEALING CHAPTER 5.64 SMC "BIKINI CLUBS" AND
AMENDING ORDINANCE 1880, AS AMENDED**

WHEREAS, in accordance with the City's right and duty to enact laws for the protection of the public health, safety and general welfare, the City has established regulations for adult-oriented businesses; and

WHEREAS, the City Council finds that it is appropriate to review and amend the Snohomish Municipal Code (SMC) from time to time as circumstances warrant; and

WHEREAS, pursuant to Ordinance 1791 adopted by the City Council in 1995, the Snohomish Adult Use Study Committee was established to determine if there were secondary land use impacts related to adult businesses or adult clubs; to determine the nature of these impacts on the community; and to development recommendations for future action to address such impacts, including revised regulations for adult use businesses and adult clubs; and

WHEREAS, following from the work of the Snohomish Adult Use Study Committee and attendant review by the Planning Commission, the City Council passed Resolution 956, which confirmed and ratified land use regulations for adult entertainment businesses as adopted in Ordinance 1867, and adopted Ordinances 1880 and 1898, which established an admissions tax and business regulations for certain adult entertainment businesses, including adult motion picture theaters, adult drive-in theaters, adult cabarets, adult panorams, bikini clubs, bath houses, body shampoo parlors, tattoo parlors, and body studios; and

WHEREAS, the City Council has determined that bikini clubs have not been and are unlikely to be established within the City, and therefore business regulations for these uses are not meaningful or necessary to protect the public health, safety, and welfare; and

WHEREAS, according to the land use regulations in Title 14 SMC, no adult use may be established except in that portion of the Industry land use designation bounded by Bonneville Avenue, State Route 9, and Seventh Street; and

WHEREAS, amendments to regulations governing the licensing and operation of specific adult uses will not affect the potential location where these or other adult uses are permitted to locate; and

WHEREAS, WAC 197-11-800(19) exempts adoption of ordinances relating solely to governmental procedures, and containing no substantive standards respecting use or modification

DISCUSSION ITEM 7

of the environment, from environmental review under the State Environmental Policy Act (SEPA), RCW Chapter 43.21C; and

WHEREAS, on _____, 2013, a public hearing was held before the City Council and all who wished to be heard were heard; and

WHEREAS, the City Council has determined that the amendments to the Snohomish Municipal Code adopted in this ordinance will preserve the public health, safety, and welfare of Snohomish residents;

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

Section 1. Chapter 5.64 SMC, entitled “Bikini Clubs”, is hereby repealed in its entirety.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Effective Date. This ordinance shall be effective five days after adoption and publication by summary.

ADOPTED by the City Council and **APPROVED** by the Mayor this ___ day of _____, 2013.

CITY OF SNOHOMISH

By _____
KAREN GUZAK, MAYOR

ATTEST:

APPROVED AS TO FORM:

By _____
TORCHIE COREY, CITY CLERK

By _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

ATTACHMENT D



CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

FINAL REPORT *of* **CITIZENS REVIEW COMMITTEE ON ADULT ENTERTAINMENT**

COMMITTEE SUMMARY STATEMENT OF REVIEW

The Committee found that “Adult Use” businesses, by their very nature, cause serious and deleterious effects which can destroy communities such as Snohomish. Unless these effects are addressed *before* an “Adult Use” business establishes itself, it can be well nigh impossible for a community to even mitigate the problem. At the same time, the Committee accepts the broad scope for freedom of expression allowed the citizenry by our culture and our Constitutions, State and Federal.

The challenge for the Committee, and now the City Council, is to save the City from the ravages inherent in “Adult Use” businesses and, at the same time, preserve our liberties. The Committee believes it has met that challenge, reasonably addressing the effects of “Adult Use” businesses with appropriate and constitutionally permissible zoning, licensing and other regulation.

INTRODUCTION

On November 21, 1995 the City Council acknowledged other cities have found adult entertainment businesses to be associated with prostitution, disruptive conduct, criminal activity, adverse impacts on property values, noise, trash and traffic and other secondary land use impacts. These impacts threaten the quality of life in commercial and residential neighborhoods and generally constitute a threat to the public health, safety and welfare. These conditions, changes in the law, as well as the growth of the City, necessitated adoption of a moratorium on the establishment of any sexually oriented adult entertainment facility or business. The moratorium allowed the City to review and study the existing ordinances of the City, and any legislative changes that may be appropriate, so as to protect the public from adverse secondary impacts of sexually oriented adult facilities or businesses, as may be proven.

Ordinance No. 1791, adopted by the City Council on October 3, 1995 (Exhibit B), imposed a moratorium on the acceptance of applications for, or issuance of, any City license, permit or approval including, but not limited to, business license, use permits or building permits for the establishment, location or licensing of adult entertainment

DISCUSSION ITEM 7

facilities, adult entertainment businesses or adult clubs in the city for a period of one year beginning on the date of adoption. During this interval a committee was to be appointed by the Mayor to develop a work plan to study the issue, provide for public hearings to determine if there are secondary land use impacts related to adult entertainment facilities, adult entertainment businesses or adult clubs, determine the nature of these impacts on the city, and to develop recommendations for future action to address these impacts, which action may include regulations for adult entertainment facilities, adult entertainment businesses or adult clubs.

COMMITTEE APPOINTMENT/WORK PLAN

Pursuant to the Work Plan adopted by Ordinance No. 1797, Mayor Dana appointed four citizens to the Snohomish Citizens Review Committee on Adult Entertainment. The Committee held their first meeting on November 16, 1995. The purpose of this meeting was to review the work plan and the duties of committee members. At the November 16, 1995 meeting the committee adopted a work plan.

On November 21, 1995 pursuant to Ordinance No. 1791 Section 5, and RCW 36.70A.390 the Council held a public hearing on the moratorium. At the conclusion of this public hearing the City Council adopted Ordinance No, 1797 (Exhibit C) which adopted findings, provided for continuance of the moratorium established in Ordinance No. 1797, approved committee members appointed by the Mayor, and confirmed the establishment of the Work Plan recommended by the Snohomish Citizens Review Committee on Adult Entertainment.

The committee members appointed by the Mayor and confirmed by Ordinance No. 1797 were: John Schedler, Jeff Sickles, Mike Nemnich and Sue Sullivan. City Staff members assigned to the Committee were Chief Mike Lively later replaced by Chief Rob Sofie, Assistant City Attorneys Tom Graafstra & Cynthia First, and Planning Director Mark Beardslee.

STUDY OF CASE LAW AND LITERATURE

The Committee met on December 18, 1995. The purpose of this meeting was to study case law and literature. Assistant City Attorney Tom Graafstra reviewed case law and literature City staff provided to Committee members, *i.e.*,

- *World Wide Video v. Tukwila;*
- *Schad v. Borough of Mount Ephraim;*
- *Renton v. Playtime Theatres, Inc.*
- *Topanga Press, Inc. v. City of Los Angeles;*
- *Grand Brittain, Inc. v. The City of Amarillo, Texas;*
- *Ambassador Books & Video, Inc. v. City of Little Rock Arkansas;*
- *Lakeland Lounge of Jackson, Inc. v. City of Jackson, Mississippi;*
- *Northend Cinema, Inc, v. The City of Seattle;*
- *JJR, Inc. v. The City of Seattle;*

DISCUSSION ITEM 7

- *Karen M O'Day v. King County*;
- *Leiloni Irene Curtis v. The City of Seattle*;
- *Hon's Entertainment, Inc. v. King County*; and
- *Frank Colacurcio, Jr. v. The City of Kent*.

The committee was also briefed on adult use business regulations, i.e., licensing, criminal code and zoning. Committee member duties were also discussed in detail.

STUDY OF ADULT ENTERTAINMENT FACILITIES

The Committee met on January 15, 1996 for the purpose of studying adult entertainment facilities. Testimony was taken from Everett Police Department Detectives Ken Dorn and Wally Friesen. Their testimony was used to understand the operation of adult use establishments based on these officer's experience as members of the Everett Police vice and gambling unit. Both of these officers have worked undercover in these establishments.

Detectives Dorn and Friesen described in detail the layout of adult dance clubs, i.e., "Déjà vu" and "Honeys", and "bikini clubs" e.g. what was "Babes on Broadway". Testimony included information on lighting, pay points, distance from patrons, etc. Various types of activities which occur in dance clubs were discussed, i.e., stage dances, table dances, couch dances, shower dances, VIP sections, etc. The testimony answered committee members' questions regarding both legal and illegal activities which occur within these clubs.

Detectives Dorn and Friesen also described in their testimony panoramas, massage parlors, body shampoo parlors, and other like establishments. Their testimony detailed the layout and activities associated with these establishments, both legal and illegal.

At the February 12, 1996 meeting Supplement No. 1 to the Snohomish Adult-Use Committee Briefing Book was distributed. This included the following:

- . Cleveland Police Department Study, August 24, 1977
- . Phoenix Planning Department Adult Business Study, 1979.
- . City of Kent Adult-Use Zoning Study, November 1982.
- . Declaration of R. Bruce McLaughlin in *Wallock v. City of Everett*, Snohomish County Superior Court Cause No. 95-2-0056-6.

PUBLIC TESTIMONY RULES/PUBLIC HEARING SECONDARY EFFECTS

On February 12, 1996 the committee adopted procedural rules for public testimony on February 26, 1996. Supplement No. 2 of the Snohomish Adult Use Committee Briefing Book was also distributed. This included the following:

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- Article from the International Journal of Law and Psychiatry entitled "Pornography and Rape: Theory and Practice".
- International Journal of Law and Psychiatry entitled "Pornography, Erotica, and Behavior: More Questions than Answers".
- International Journal of Law and Psychiatry entitled "Pornography and Harm - Learning to Listen to Women".
- Journal of Public Policy and Marketing entitled "Production, Marketing, and Consumption of Sexually Explicit Material: Alternative Philosophies".
- Journal of Public Policy and Marketing entitled "Production, Marketing, and Consumption of Sexually Explicit Material in Our Sexually Conflicted Society: Public Policy Dilemma".
- Report to the Manhattan Borough President in New York City, dated August, 1994, entitled "Sex-Related Businesses in Manhattan".
- Report prepared by a group Insight Associates, commissioned by businesses in the Time Square area of New York City in 1994, entitled "Report on the Secondary Effects of the Concentration of Adult Use Establishments in the Time Square Area".
- Study conducted in late 1994 by the Department of City Planning for the City of New York entitled "Adult Entertainment Study".

Also distributed at this meeting was Supplement No. 3, which includes:

- ◆ Report on Regulating Sexually Oriented business Under the Zoning Ordinance, City of Manchester, New Hampshire, May 4, 1992.
- ◆ Effects on Surrounding Area of Adult Entertainment Businesses in Saint Paul, Saint Paul, Minnesota, June 1978.
- ◆ - Article II. Definitions.
- ◆ Adult Entertainment, a 40 Acre Study Prepared by Planning Division, Saint Paul, Minnesota.
- ◆ Adult Entertainment, 1988, A Staff Report Prepared by the Division of Planning Saint Paul, Minnesota, (supplement to the 1987 zoning study).
- ◆ Adult Entertainment, 1987, A 40 Acre Study Prepared by the Division of Planning, Saint Paul, Minnesota.
- ◆ Adult Entertainment Businesses in Indianapolis, an Analysis, 1984.

DISCUSSION ITEM 7

- ◆ Study of the Effects of the Concentration of Adult Entertainment Establishments in the City of Los Angeles, Department of City Planning, City of Los Angeles, June 1977.
- ◆ Report on Adult Oriented Business in Austin, Austin City Council, May 19, 1986.

The February 12, 1996 meeting was the first of two public hearings on potential secondary effects of adult use businesses. The other hearing was held on February 26, 1996.

There was no public testimony at the February 12, 1996 meeting. Public testimony was taken on February 26, 1996. The minutes of that meeting are attached. The public testimony was intense and sincere. Despite strong feelings all the witnesses were civil and polite. Of particular note is the fact many witnesses described considerable personal knowledge of the secondary effects of Adult Use businesses. The concerns of the attendees were for the most part focused on the secondary effects. We heard little mindless moralizing.

PROPOSED RECOMMENDATIONS FOR LICENSING & CRIMINAL CODES

At the February 26 meeting a consensus developed among Committee members that there were both primary and secondary effects from adult use businesses and bikini clubs. The committee began to formulate recommendations for licensing and criminal codes.

Discussions regarding licensing and criminal codes continued at the committees March 11, 1996 and April 8, 1996 meetings. Committee members reviewed Draft #1 and suggested regulations.

PROPOSED LAND USE REGULATIONS

The Committee began to formulate proposed land use regulations at their April 8, 1996 meeting. Committee members received Planning Department and City Attorney input in May, 1996. A public hearing date of June 26, 1996 was established for Proposed Land Use Regulations.

PUBLIC HEARINGS - June 24, 1996

A well-attended public hearing occurred on June 24, 1996. The minutes of that meeting are attached.

ADMISSIONS TAX

As a result of the public hearing, several issues became clear: there will be costs associated with regulating adult business; and time will be needed to coordinate land use regulations with Growth Management Act ("GMA") requirements.

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COMMITTEE INACTIVITY

The Committee chair reported the Committee's direction to the Planning Commission in 1996. The Committee, however, was generally inactive until 1998, while the City Council extended the moratorium to allow for GMA planning to be done.

1998 ACTIVITY

In 1998 GMA planning was completed, and the Planning Commission made zoning recommendations consistent with the Committee's direction, but without a final report. The Committee reorganized, reviewed the record, directed the preparation of final ordinances, and prepared this report.

SUMMATION

The Snohomish Citizens Review Committee on Adult Entertainment has reviewed and studied information and materials and heard public testimony relating to adult entertainment facilities, bikini clubs and their respective effects on communities. Based on the testimony and evidence presented, the Snohomish Citizens Review Committee on Adult Entertainment makes the following findings:

- Adult entertainment facilities and adult entertainment businesses include establishments offering panorama, peep shows, semi-nude or nude dancing. Currently, there are no such establishments operating in the city of Snohomish. Facilities of this nature do operate within the City of Everett and unincorporated Snohomish County. Nor are there any bikini clubs in Snohomish.
- The evidence before the Committee demonstrate, in a substantial and compelling way, the following:
 - *Adult use establishments, (including adult use facilities and bikini clubs), because of their very nature, have serious objectionable operational characteristics, with both primary and secondary effects.*
 - *Those operational characteristics include a wide range of criminal and other unlawful activities that have regularly and historically occurred on and near adult-use establishments and bikini clubs.*
 - *These activities include prostitution, narcotics and liquor law violations, breaches of the peace, assaults, and sexual conduct involving contact between patrons and between entertainers and patrons, some of who have been minors. Similar activity occurs in parking areas and the environs of adult use facilities and bikini clubs.*

DISCUSSION ITEM 7

- The objectionable operational characteristics, activities and primary and secondary effects related to adult use establishments and bikini clubs pose a threat to the public health, safety and welfare of the citizens of the City of Snohomish. This threat is most serious when conducted in close proximity to places where minors gather.
- The need to protect minors from the unlawful activities associated with the operation of adult use establishments and bikini clubs would be a compelling governmental interest.
- The objectionable characteristics associated with adult use establishments and bikini clubs promote decline in adjacent property values, neighborhood blight, and a general secondary effect on the quality of life in the environs of the business.
- The Snohomish Citizens Review Committee on Adult Entertainment has reviewed the City's present zoning, licensing and criminal codes. The Committee has further determined the recommendations herein provided to the Planning Commission and City Council provide a constitutionally sound manner of licensing, regulation and land use control for the particular businesses listed in the recommendations. Appropriate licensing and other regulations should be adopted and an admission tax should be imposed by the City Council.
- Based on current state law and available studies the Committee has determined not to recommend regulation or zoning for video, retail or book stores whose stock in trade may include adult materials. The committee recommends that staff monitor the actions of other jurisdictions, such as Everett which are currently re-reviewing the regulation and zoning for these types of businesses..

Final zoning, licensing and regulation, and admission tax ordinances accompany this report.

GIVEN UNDER OUR HANDS THIS ____ day of January, 1999.

John W. Schedler, Chair

Mike Nemnich, member

Cf. Rob Sofie, Staff Lead

DISCUSSION ITEM 7

ATTACHMENT E

Snohomish City Council Meeting Minutes - Excerpt June 5, 2012

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

Jake Harrison, Snohomish Tattoo & Piercing, 122 Avenue A, reviewed SMC 5.66.100 because it was time to renew his City business license, and he wanted to bring to everyone's attention that the code was outdated. Section C indicated "Without the written consent of a parent or guardian, tattooing shall not be performed on persons under the age of eighteen years," but it was not legal at all in Washington to tattoo a person under the age of 18, so that needed to be revised; it was repeated in Section C part 4. Also, Section E, part 1, said "No tattooing should be done on scar tissue." However, a lot of tattooing was done on scar tissue and he was not aware that it was illegal in the state. If someone wanted a bad tattoo fixed, it would be a tattoo over scar tissue, and cosmetic restoration tattoos for women who went through breast cancer operations would be over scar tissue. Finally, Section E part 5 said "All dyes used shall be mixed with alcohol or a stock solution of phenolized Listerine." Tattoo inks should not be mixed with alcohol; witch hazel and water were safe for that purpose. He thought those sections should probably be revised to be accurate.

Mayor Guzak appreciated Mr. Harrison bringing it to Council's attention.

Mr. Bauman said staff would look at it and maybe reach out to Mr. Harrison for some technical advise in the process, in terms of some code revisions and comparing our codes to some of the more modern codes. If Mr. Harrison had any suggestions of other cities that had done this right, staff would be happy to hear of them.

Mr. Harrison added that he had looked at the Code in detail because he wanted to know why his business license renewal fee was \$300.00 plus \$100.00 PBIA; the fee was not that steep for most of the other businesses in town.

Mr. Bauman said staff would have to look at the archives to understand the discussion and what the legislative intent was for the \$300.00 fee. It was approved in 1999, which was before his time, and he was not aware of what prompted that fee.

Mayor Guzak confirmed that Mr. Harrison could make an appointment with Mr. Bauman to discuss it further, as it was unlikely the topic would be acted on at tonight's meeting.

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Check 51697 voided due to printing error					
W/S Liquor Store Attn: LCB#138					
	51698		3/15/13	Refund check	\$81.80
				Check Total	\$81.80
Lany Nunez					
	51699		3/15/13	Refund check	\$120.79
				Check Total	\$120.79
				Batch Total	\$202.59
Home Depot - Storm					
	51700	4012586	3/18/13	wire	\$54.40
	51700	2013091	3/18/13	hasp, bolts	\$19.02
	51700	W184035013	3/18/13	high torque impact wrench	\$354.33
	51700	6014194	3/18/13	electrical supplies	\$8.88
				Check Total	\$436.63
Home Depot Waste Water Treatment					
	51701	9564603	3/18/13	clamps, saw, blades	\$170.49
				Check Total	\$170.49
				Batch Total	\$607.12
H.W. Anderson Products of CA, Inc.					
	51702	33652	3/18/13	new non resident license paid resident	\$30.00
				Check Total	\$30.00
Snohomish County Treasurer					
	51703	CrimeVicEDCFeb	3/18/13	Crime victims EDC Feb 2013	\$153.58
	51703	CrimeVicTVBFeb	3/18/13	Crime victims TVB Feb 2013	\$3.51
				Check Total	\$157.09
Washington State Department of Licensing					
	51704	F017594	3/18/13	Original CPL Stocker	\$18.00
	51704	F017595	3/18/13	Original CPL Harkness	\$18.00
	51704	F017596	3/18/13	Renewal CPL Cassese	\$18.00
	51704	F017591	3/18/13	Renewal CPL Cowan	\$18.00
	51704	F017590	3/18/13	Original CPL Magruder	\$18.00
	51704	F017592	3/18/13	Original CPL Joel Lengkeek	\$18.00
	51704	F017593	3/18/13	Original CPL Julia Lengkeek	\$18.00
	51704	F017587	3/18/13	Original CPL Bryson	\$18.00
	51704	F017588	3/18/13	Original CPL Curry	\$18.00
	51704	F017586	3/18/13	Original CPL Drube	\$18.00
	51704	F017585	3/18/13	Original CPL Stone	\$18.00
	51704	F017589	3/18/13	Original CPL Gilfillan	\$18.00
	51704	E831610	3/18/13	Original CPL Durbin	\$18.00
	51704	F017597	3/18/13	Original CPL Pendergress	\$18.00
	51704	F017598	3/18/13	Original CPL Snell	\$18.00
				Check Total	\$270.00
Washington State Treasurer					
	51705	EDCSTGEN40Feb	3/18/13	EDC State Gen Fund 40 Feb 2013	\$3,017.80
	51705	EDCSTGEN50Feb	3/18/13	EDC State Gen Fund 50 Feb 2013	\$1,723.15
	51705	EDCSTGEN54Feb	3/18/13	EDC State Gen Fund 54 Feb 2013	\$139.37
	51705	EDCBreathlabFeb	3/18/13	EDC Breath Lab Feb 2013	\$29.51
	51705	EDCJISAcctFeb	3/18/13	EDC JIS Acct Feb 2013	\$283.33

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	51705	EDCTraumaFeb	3/18/13	EDC Trauma Feb 2013	\$87.17
	51705	EDCAutoTheftFeb	3/18/13	EDC Auto Thheft Feb 2013	\$148.75
	51705	EDCTraumBrainFe	3/18/13	EDCTraumatic Brain Feb 2013	\$29.64
	51705	TVBSTGEN50Feb	3/18/13	TVB St Gen Fund 50 Feb 2013	\$59.25
	51705	TVBSTGEN40Feb	3/18/13	TVB St Gen Fund 40 Feb 2013	\$94.63
	51705	TVBJISFeb	3/18/13	TVB JIS Feb 2013	\$20.00
	51705	TVBTraumaFeb	3/18/13	TVB TraumaFeb 2013	\$10.00
	51705	BLDGSVCFeb	3/18/13	Building Svc charge Feb 2013	\$22.50
				Check Total	\$5,665.10
				Batch Total	\$6,122.19
BERK					
	51706	007082-01-13	3/19/13	strategic plan update void/reissue#51381	\$8,353.20
				Check Total	\$8,353.20
				Batch Total	\$8,353.20
Ace Equipment Rentals					
	51707	36302-1	3/27/13	rotary hammer rental	\$93.57
				Check Total	\$93.57
B & L Utilities Inc.					
	51708	9	3/27/13	1st & D Traffic Signal Pay Estimate #9	\$40,415.71
				Check Total	\$40,415.71
Barnett Implement Co. Inc.					
	51709	1263733	3/27/13	air filter-EP-128	\$28.78
				Check Total	\$28.78
BOLA Architecture & Planning					
	51710	17	3/27/13	Carnegie Seismic Design Feb 11-37	\$3,289.67
				Check Total	\$3,289.67
Brim Tractor Co Inc					
	51711	IL48804	3/27/13	bearing assy, seal EP-128	\$179.39
				Check Total	\$179.39
Chinook Lumber					
	51712	1012303	3/27/13	lumber for Gazebo	\$244.16
	51712	1012304	3/27/13	lumber for Gazebo	\$175.69
				Check Total	\$419.85
Clearbrook Inc					
	51713	21118	3/27/13	poly clear	\$2,402.13
	51713	21119	3/27/13	poly clear	\$307.36
				Check Total	\$2,709.49
Corporate Office Supplies					
	51714	136970	3/27/13	office supplies-Water/Water Quality	\$515.79
	51714	137321I	3/27/13	paper cutter-WWTP	\$18.44
	51714	137208	3/27/13	stack chair-PD	\$288.27
				Check Total	\$822.50
Daniel Weinberg					
	51715	3/18/2013	3/27/13	Mileage-Foster Pepper/Strat 360 re DOE	\$32.20
				Check Total	\$32.20

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
David J Baerman					
	51716	154	3/27/13	#F13-004 F/S plan review	\$85.00
				Check Total	\$85.00
Economic Alliance Snohomish County					
	51717	2013	3/27/13	2013 dues	\$4,000.00
				Check Total	\$4,000.00
Evergreen District Court					
	51718	Feb2013	3/27/13	Interpreter Services for February 2013	\$100.00
	51718	Feb2013	3/27/13	Case filing fee for February 2013	\$2,496.55
				Check Total	\$2,596.55
Evergreen Rural Water of Wa					
	51719	24248	3/27/13	annual dues	\$275.00
				Check Total	\$275.00
Faber Construction Corp					
	51720	6	3/27/13	Carnegie Seismic Construction 12-35	\$37,388.76
	51720	6RET	3/27/13	Retainage - Pay App 6	\$1,801.00
				Check Total	\$39,189.76
Frontier					
	51721	406075-03/13	3/27/13	City Manager Share City Hall Fax	\$7.13
	51721	406075-03/13	3/27/13	Human Resources Share City Hall	\$7.16
	51721	406075-03/13	3/27/13	Clerk Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	Building Inspection Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	Economic Development Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	Planning Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	Finance Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	IS Share City Hall Fax	\$7.16
	51721	406075-03/13	3/27/13	Engineering Share City Hall Fax	\$7.16
	51721	218095-03/13	3/27/13	Clarks Pond Lift Station	\$55.04
	51721	118075-03/13	3/27/13	Telemetry Auto Dialer	\$60.87
	51721	1214935-04/13	3/27/13	Fleet Share Shop Fax	\$10.58
	51721	1214935-04/13	3/27/13	Water Share Shop Fax	\$10.59
	51721	1214935-04/13	3/27/13	Storm Share Shop Fax	\$10.59
	51721	1214935-04/13	3/27/13	Street Share Shop fax	\$10.59
	51721	1214935-04/13	3/27/13	Facilities Share Shop Fax	\$10.59
	51721	1214935-04/13	3/27/13	Parks Share Shop fax	\$10.58
	51721	0413125-04/13	3/27/13	WWTP DSL	\$85.32
	51721	0316115-04/13	3/27/13	CSO Alarm Dialer	\$162.16
				Check Total	\$491.32
Gray & Osborne, Inc.					
	51722	11581.00-18	3/27/13	Pilchuck Dam Removal Phase II	\$1,433.59
	51722	11550.00-16	3/27/13	Storm NPDES Permit Assistance	\$2,599.20
	51722	13407.00-2	3/27/13	PW Shop LID Improvement Project	\$481.72
				Check Total	\$4,514.51
Granich Engineered Prod Inc					
	51723	12799	3/27/13	contegra FS 90-40	\$1,264.31
	51723	12800	3/27/13	single phase motor	\$1,066.24
				Check Total	\$2,330.55

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Grainger Inc.					
	51724	9086687838	3/27/13	start capacitor	\$15.52
	51724	9086761518	3/27/13	chemical gloves	\$114.69
	51724	9086902682	3/27/13	start capacitor	\$15.52
	51724	9085555820	3/27/13	tool set	\$346.53
	51724	9085555838	3/27/13	tools-WWTP	\$39.66
	51724	9085678523	3/27/13	cut off wheels	\$24.10
	51724	9086915460	3/27/13	cut off wheels	\$77.00
	51724	9086172443	3/27/13	cut off wheels	\$-24.08
	51724	9087043650	3/27/13	cut off wheels	\$76.51
	51724	9083510819	3/27/13	grating clips for docks	\$447.93
				Check Total	\$1,133.38
H.B. Jaeger					
	51725	136254/1	3/27/13	sewer pipe	\$35.27
	51725	136252/1	3/27/13	sewer pipe, elbows	\$41.72
				Check Total	\$76.99
Home Depot - Parks					
	51726	3093757	3/27/13	misc. tools	\$1,092.81
	51726	3035104	3/27/13	misc. tools	\$113.76
	51726	7011401	3/27/13	supplies for Claytown	\$97.37
	51726	6131160	3/27/13	ladder	\$133.33
	51726	4584976	3/27/13	batteries	\$58.66
	51726	0571646	3/27/13	shed	\$249.15
	51726	1590284	3/27/13	reel mower	\$151.23
	51726	3010244	3/27/13	plywood	\$108.67
	51726	4034952	3/27/13	nutsetter	\$7.66
	51726	0571646	3/27/13	sawzall/blades	\$281.57
	51726	6131160	3/27/13	shelving unit	\$113.60
				Check Total	\$2,407.81
Home Depot - Shop					
	51727	9015378	3/27/13	threaded rod	\$2.55
				Check Total	\$2.55
Home Depot - Streets					
	51728	4012094	3/27/13	coat rack	\$21.67
	51728	6011631	3/27/13	galv. nipple	\$3.00
				Check Total	\$24.67
Home Depot - Storm					
	51729	7011467	3/27/13	battery	\$6.50
	51729	3131247	3/27/13	doorstops, garbage can, hangers	\$180.91
	51729	8015630	3/27/13	bushing, nipple	\$22.35
	51729	8130846	3/27/13	clips, pvc cap	\$14.19
				Check Total	\$223.95
Home Depot Waste Water Treatment					
	51730	W188117988	3/27/13	medicine cabinet door	\$59.77
	51730	15281	3/27/13	tote, gloves	\$23.90
	51730	2561435	3/27/13	turbo nozzle	\$38.05
				Check Total	\$121.72
Interstate Auto Parts					
	51731	8403	3/27/13	shop tools	\$134.39
				Check Total	\$134.39

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Integra Telecom					
	51732	10707409	3/27/13	City Manager Share City Hall Phones	\$79.67
	51732	10707409	3/27/13	Clerk Share City Hall Phone	\$159.54
	51732	10707409	3/27/13	Human Resources Share City Hall Phone	\$79.66
	51732	10707409	3/27/13	General Use City Hall Phone	\$398.74
	51732	10707409	3/27/13	Finance Share City Hall Phone	\$398.74
	51732	10707409	3/27/13	Building Inspection Share City Hall Phon	\$159.54
	51732	10707409	3/27/13	Planning Share City Hall Phones	\$159.54
	51732	10707409	3/27/13	Economic Develop. Share City Hall Phone	\$79.66
	51732	10707409	3/27/13	PW Director Share City Hall Phones	\$478.41
	51732	10707409	3/27/13	IS Share City Hall Phones	\$159.54
	51732	10715007	3/27/13	Water Reservoir	\$56.30
				Check Total	\$2,209.34
Loren R. Waxler					
	51733	Feb2013	3/27/13	Public Defender Fees February 2013	\$1,034.00
				Check Total	\$1,034.00
McAuliffes					
	51734	1-10378	3/27/13	plants for Claytown Park	\$2,681.86
				Check Total	\$2,681.86
McDaniel Do It Center - Parks					
	51735	K21899	3/27/13	chain, nipples, valves	\$30.71
	51735	K21905	3/27/13	wire strippers	\$35.88
	51735	422027	3/27/13	fasteners, valves, bar stock, nipple	\$35.12
	51735	422117	3/27/13	fasteners	\$12.88
	51735	422189	3/27/13	fasteners	\$0.98
	51735	422399	3/27/13	fasteners	\$7.66
	51735	421982	3/27/13	frog tape	\$10.86
	51735	421952	3/27/13	nifty nabber	\$26.10
	51735	422023	3/27/13	connector	\$14.12
	51735	422038	3/27/13	abrasive wheel, wrench	\$21.71
	51735	422043	3/27/13	paint, screwdrivers	\$61.40
	51735	422063	3/27/13	paint supplies	\$55.81
	51735	422050	3/27/13	hydrant	\$56.01
	51735	422109	3/27/13	abrasive wheel	\$16.27
	51735	422179	3/27/13	element wrench	\$10.33
	51735	422166	3/27/13	fasteners	\$2.94
	51735	422166	3/27/13	bit set	\$21.75
	51735	422161	3/27/13	fasteners, safety hasp	\$31.29
	51735	422144	3/27/13	eave vent	\$3.80
	51735	422144	3/27/13	utility knife	\$16.31
	51735	422174	3/27/13	paint supplies	\$15.21
	51735	422334	3/27/13	cold galv spray compound	\$8.69
	51735	422320	3/27/13	shop tools	\$15.19
	51735	422378	3/27/13	roller cover	\$3.80
	51735	K22443	3/27/13	drill bits	\$39.15
	51735	K22458	3/27/13	fasteners	\$45.30
	51735	K22467	3/27/13	return fasteners	\$-30.68
	51735	K22471	3/27/13	liquid nails, caulk gun	\$16.27
	51735	K22503	3/27/13	nails	\$1.36
	51735	422527	3/27/13	galv strap	\$12.10
	51735	422597	3/27/13	deck screws	\$42.42
	51735	422597	3/27/13	level	\$15.22

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<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	51735	422606	3/27/13	112 Union plants	\$120.60
	51735	422584	3/27/13	drill bits	\$78.29
	51735	422584	3/27/13	screws	\$47.85
	51735	422636	3/27/13	utility knife	\$18.26
	51735	422645	3/27/13	keys	\$8.66
	51735	422693	3/27/13	lock lubricant	\$4.67
	51735	422705	3/27/13	keys cut	\$12.99
	51735	422730	3/27/13	fasteners	\$149.60
	51735	422735	3/27/13	hose	\$43.51
	51735	422787	3/27/13	fasteners	\$35.49
				Check Total	\$1,175.88
McDaniel Do It Center - Storm					
	51736	422688	3/27/13	utility heater	\$29.37
	51736	K22444	3/27/13	pipe	\$14.13
	51736	K22440	3/27/13	pipe, black cap	\$10.64
	51736	K22434	3/27/13	gal cap	\$3.25
	51736	422121	3/27/13	cable	\$46.24
				Check Total	\$103.63
McDaniel Do It Center- Streets					
	51737	K21864	3/27/13	anti oxidant, binder ring, snap, key	\$18.96
	51737	421989	3/27/13	scraper, hex key set	\$47.85
	51737	421954	3/27/13	liquid ajax	\$7.59
	51737	422024	3/27/13	abrasive disc	\$20.64
	51737	422386	3/27/13	mending plate, fasteners	\$31.86
	51737	K22454	3/27/13	key tag	\$2.17
	51737	K22502	3/27/13	spray bottle, misc. small tools	\$173.32
	51737	K22508	3/27/13	spray bottle, hand sprayer	\$23.91
	51737	422719	3/27/13	12v charger, hanger, water meter key	\$135.97
	51737	422871	3/27/13	fasteners	\$20.07
				Check Total	\$482.34
McDaniel Do It Center - Water					
	51738	K22463	3/27/13	cement, pipe, adapter, bushing, tape	\$23.71
	51738	422651	3/27/13	male adapter, tee, bushing	\$5.18
	51738	422537	3/27/13	spout, voltage tester	\$26.09
	51738	422030	3/27/13	screwdrivers	\$8.25
	51738	K21908	3/27/13	ibeam, paint, brush	\$66.86
	51738	K21884	3/27/13	fasteners, bit set, bracket	\$42.42
				Check Total	\$172.51
McDaniel's Do It Center Wastewater					
	51739	422326	3/27/13	flat washers	\$1.12
	51739	421991	3/27/13	mineral oil, keys cut	\$17.35
	51739	422395	3/27/13	turbo nozzle	\$23.93
				Check Total	\$42.40
Microflex, Inc.					
	51740	21197	3/27/13	Tax Audit Program	\$107.80
				Check Total	\$107.80
N.C. Machinery Co.					
	51741	SECS0557926	3/27/13	element	\$100.14
				Check Total	\$100.14

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Nelson Petroleum					
	51742	489546	3/27/13	hiper syn iso 100	\$618.17
	51742	489743	3/27/13	mobile shc 627	\$725.62
	51742	490635	3/27/13	analysis kit	\$35.88
				Check Total	\$1,379.67
North Coast Electric Co.					
	51743	S5032494.001	3/27/13	cond seal, SEPCO MLB 100G	\$273.55
	51743	S5019959.001	3/27/13	mini circuit	\$75.05
				Check Total	\$348.60
Northwest Cascade Inc					
	51744	1-628710	3/27/13	skate park-sani can	\$120.05
				Check Total	\$120.05
NW Playground Equip Inc					
	51745	35300	3/27/13	bounce button-Averill Park	\$93.48
				Check Total	\$93.48
Opus Bank					
	51746	9RET	3/27/13	1st&D Signal Escrow 5702106680 Est. #9	\$2,127.14
				Check Total	\$2,127.14
Pitney Bowes					
	51747	8765233-MR13	3/27/13	Lease March 30 - June 30, 2013	\$411.22
				Check Total	\$411.22
Puget Sound Energy					
	51748	961603072013	3/27/13	2100 Clarks Dr	\$94.76
	51748	309803072013	3/27/13	701 18th St	\$47.33
	51748	303103072013	3/27/13	1610 Park	\$43.83
	51748	432603072013	3/27/13	50 Lincoln Ave	\$86.51
	51748	757103072013	3/27/13	50 Maple Ave	\$81.85
	51748	400903072013	3/27/13	116 Union Ave	\$428.61
	51748	408803272013	3/27/13	112 Union Ave	\$114.96
				Check Total	\$897.85
Puget Safety Equipment					
	51749	0011316	3/27/13	sensors	\$433.02
	51749	0011317	3/27/13	sensors	\$433.02
				Check Total	\$866.04
Ricoh USA, Inc					
	51750	5025413585	3/27/13	City Shop Copier	\$5.09
	51750	5025413585	3/27/13	City Shop Copier	\$5.08
	51750	5025413585	3/27/13	City Shop Copier	\$5.08
	51750	5025413585	3/27/13	City Shop Copier	\$5.08
				Check Total	\$20.33
Rubatino Refuse Removal Inc					
	51751	354403012013	3/27/13	35 yd drop box-WWTP	\$97.49
				Check Total	\$97.49
Snohomish County Finance Department/Solid Waste					
	51752	61897	3/27/13	vactor grit disposal	\$201.00
				Check Total	\$201.00

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<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Snohomish County Pud #1					
	51753	140368259	3/27/13	112 Union, Greso, #1000430944	\$175.58
	51753	117272125	3/27/13	1029 1st St, #1000558695, Public Restroo	\$164.53
	51753	123906528	3/27/13	116 Union, City Hall, #1000521624	\$1,270.45
	51753	123906527	3/27/13	116 Union, lights	\$121.30
	51753	143687085	3/27/13	1010 2nd St, light, #1000539313	\$146.28
	51753	137055363	3/27/13	121 Glen Ave, lights	\$16.43
	51753	137055362	3/27/13	124 Ave B, lights	\$16.43
	51753	137055361	3/27/13	116 Ave B, lights	\$16.43
	51753	137055360	3/27/13	1115 1st St, lighting, #1000434411	\$54.49
	51753	123907778	3/27/13	29 Ave D, #1000510280, Bridge lights	\$32.20
	51753	120591905	3/27/13	20 Ave A, #1000385041, Gazebo lights	\$32.20
	51753	120593673	3/27/13	101 Cedar Ave #1000125224 Carnegie	\$662.12
	51753	104008382	3/27/13	2015 2nd, S end lagoon, #1000136062	\$3,855.59
	51753	127222974	3/27/13	Clarks Pond lift station #1000528484	\$137.52
	51753	113956815	3/27/13	Stone Ridge lift station #1000417350	\$60.60
	51753	104007932	3/27/13	2015 2nd, N end lagoon, #1000124814	\$15,268.93
	51753	110638864	3/27/13	N zone reservoir, #1000515696	\$34.78
	51753	107322136	3/27/13	Telemetry Site, N zone reservoir	\$31.16
	51753	143689427	3/27/13	S zone reservoir, #1000230125	\$317.11
				Check Total	\$22,414.13
Sentinel Offender Services, LLC					
	51754	75077	3/27/13	GPS Monitoring	\$79.35
	51754	75077	3/27/13	Excess Inventory	\$117.00
				Check Total	\$196.35
Six Robbles					
	51755	14-264712	3/27/13	powercoil ep-179	\$78.78
				Check Total	\$78.78
Snohomish Auto Parts					
	51756	301940	3/27/13	filters-EP-189	\$87.05
	51756	301958	3/27/13	barricade hose	\$7.96
	51756	302066	3/27/13	grease tip, cable, battery handle EP-189	\$53.55
	51756	302230	3/27/13	shop tools	\$25.22
	51756	302273	3/27/13	spark plug	\$6.92
	51756	302713	3/27/13	battery bolts	\$12.91
	51756	302794	3/27/13	relay	\$7.27
	51756	302900	3/27/13	battery cable	\$14.07
	51756	303063	3/27/13	battery cable	\$7.64
	51756	303093	3/27/13	hand cleaner	\$32.59
	51756	303259	3/27/13	plugs	\$7.71
	51756	303146	3/27/13	knobs-EP-162	\$12.48
	51756	303148	3/27/13	mechanics stethoscope	\$25.26
	51756	303322	3/27/13	filter and headlight return	\$-23.20
	51756	264953	3/27/13	correction for credit taken twice-2012	\$124.35
				Check Total	\$401.78
Snohomish Co-Op					
	51757	217542	3/27/13	unleaded	\$19.75
	51757	216983	3/27/13	unleaded	\$103.01
	51757	217543	3/27/13	unleaded	\$107.61
	51757	217091	3/27/13	diesel	\$7.99
	51757	217179	3/27/13	diesel	\$104.02
	51757	217207	3/27/13	unleaded	\$66.78
				Check Total	\$409.16

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<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Sound Equipment Rental and Sales					
	51758	7592	3/27/13	excavator rental	\$1,031.70
				Check Total	\$1,031.70
Sound Safety Products Co.					
	51759	2000750-01	3/27/13	uniforms-water	\$51.37
	51759	2000750-01	3/27/13	uniforms-shop	\$100.83
	51759	2000751-01	3/27/13	uniforms-WWTP	\$154.46
	51759	2001095-01	3/27/13	uniform return-WWTP	\$-36.15
	51759	2001095-01	3/27/13	uniform -shop	\$165.99
	51759	2000753-01	3/27/13	uniforms-Street	\$53.62
				Check Total	\$490.12
Staples Advantage					
	51760	1636791	3/27/13	office supplies	\$65.80
	51760	7097765819	3/27/13	Office supplies	\$128.65
				Check Total	\$194.45
Summit Law Group					
	51761	61036	3/27/13	Off-Tech union LOU	\$59.00
				Check Total	\$59.00
The Herald					
	51762	1812996	3/27/13	legal ad - Ord 2252 sum	\$43.00
	51762	I01813765	3/27/13	Notice of PC hearing, Rooming Houses	\$49.88
				Check Total	\$92.88
Tiger Docks					
	51763	SO-003264	3/27/13	sunwalk panels for docks - balance	\$2,742.00
				Check Total	\$2,742.00
Top Soils Northwest, Inc.					
	51764	T32762	3/27/13	brush/grass disposal	\$105.00
				Check Total	\$105.00
Unum Life Insurance					
	51765	220603027-4/13	3/27/13	Retiree life insurance April 2013	\$118.10
				Check Total	\$118.10
URS Corporation					
	51766	5430152	3/27/13	Stormwater Comp Plan PE-7, Grant Reimbur	\$3,676.38
				Check Total	\$3,676.38
Usa Bluebook Inc					
	51767	903142	3/27/13	cable clamp	\$135.71
	51767	892549	3/27/13	glove box holders	\$84.76
	51767	892658	3/27/13	lab supplies-WWTP	\$321.46
	51767	891967	3/27/13	lab tools-WTP	\$204.71
	51767	900291	3/27/13	discharge valve	\$209.20
				Check Total	\$955.84
US Bank CPS					
	51768	7137	3/27/13	hoist parts	\$143.04
	51768	822059	3/27/13	starter, pull rope	\$112.81
	51768	5-079908	3/27/13	starter for forklift	\$79.87

CONSENT ITEM 8a**Schedule of Checks****for the Checks Issued Since the March 19, 2013 Meeting**

Name	Check #	Invoice #	Check Date	Description	Amount
	51768	2124934	3/27/13	drill shank, jobber	\$96.69
	51768	6412	3/27/13	office supplies	\$171.70
	51768	8420	3/27/13	legal files, cabinet	\$294.06
	51768	8420	3/27/13	WWTP oper 2 exam-Leach	\$90.00
	51768	058471	3/27/13	frames/apprec. certs retiring B&C member	\$45.46
	51768	18996850	3/27/13	washers/nuts-docks	\$61.59
	51768	18997357	3/27/13	bearing plate, steel hex bolt	\$84.88
	51768	18997084	3/27/13	cap screws	\$184.35
	51768	18997039	3/27/13	cap screws	\$-252.01
	51768	2124897	3/27/13	drill bits	\$59.92
	51768	1314731	3/27/13	sharpening drill bits	\$76.50
	51768	627305	3/27/13	bandsaw blade, clamp	\$173.52
				Check Total	\$1,422.38

U.S. Postmaster

	51769	3/15-3/21/2013	3/27/13	Council postage	\$2.30
	51769	3/15-3/21/2013	3/27/13	City Mgr postage	\$0.92
	51769	3/15-3/21/2013	3/27/13	Clerk postage	\$134.26
	51769	3/15-3/21/2013	3/27/13	Finance postage	\$52.64
	51769	3/15-3/21/2013	3/27/13	Police postage	\$5.46
	51769	3/15-3/21/2013	3/27/13	Planning postage	\$17.95
	51769	3/15-3/21/2013	3/27/13	Engineering postage	\$9.34
	51769	3/8-3/14/2013	3/27/13	Council postage	\$3.42
	51769	3/8-3/14/2013	3/27/13	City Manager postage	\$1.12
	51769	3/8-3/14/2013	3/27/13	Clerk postage	\$23.00
	51769	3/8-3/14/2013	3/27/13	Finance postage	\$22.42
	51769	3/8-3/14/2013	3/27/13	Police postage	\$12.44
	51769	3/8-3/14/2013	3/27/13	Planning postage	\$3.10
	51769	3/8-3/14/2013	3/27/13	Engineering postage	\$8.38
	51769	3/8-3/14/2013	3/27/13	Public Works postage	\$0.66
				Check Total	\$297.41

Vance Odell

	51770	Feb2013	3/27/13	Public Defender Fees February 2013	\$1,033.00
				Check Total	\$1,033.00

Walter C Wagner

	51771	Feb2013	3/27/13	Public Defender Fees February 2013	\$1,033.00
				Check Total	\$1,033.00

Western Facilities Supply Inc

	51772	411105-00	3/27/13	toilet seat covers	\$275.32
				Check Total	\$275.32

Washington State Auditor

	51773	L97445	3/27/13	Audit Services Feb 2013	\$994.74
				Check Total	\$994.74

Washington State Department of Enterprise Services

	51774	73-1-3184	3/27/13	Business cards	\$23.93
				Check Total	\$23.93

WA State Department of Enterprise Services

	51775	I181663	3/27/13	Adobe Technology Brokering Svcs - Max	\$25.51
				Check Total	\$25.51

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Schedule of Checks

for the Checks Issued Since the March 19, 2013 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
Washington State Patrol					
51776	I13006637		3/27/13	Fingerprint Processing Fee for Feb 2013	\$297.00
				Check Total	\$297.00
				Batch Total	\$158,640.04
				Total All Batches	\$173,925.14

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

City Treasurer

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #51697 through #51776 in the total of \$173,925.14 dated March 15, 2013 through March 27, 2013 are approved for payment on April 2, 2013.

Mayor

Councilmember

Councilmember

Councilmember

CONSENT ITEM 8a

Schedule of Checks

for the Checks Issued Since the March 19, 2013 Meeting

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
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**Snohomish City Council Workshop Minutes
March 19, 2013**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council workshop to order at 6:00 p.m., Tuesday, March 19, 2013, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Derrick Burke
Greg Guedel
Karen Guzak, Mayor
Tom Hamilton
Paul Kaftanski
Dean Randall
Lynn Schilaty

STAFF PRESENT

Larry Bauman, City Manager
Danny Weinberg, Support Services Dir.
Steve Schuller, Public Works Director
Owen Dennison, Planning Manager
John Flood, Police Chief
Torchie Corey, City Clerk
Debbie Emge, Economic Dev. Mgr

There were six citizens in attendance.

2. **DISCUSSION ITEM** – Strategic Plan Update

The purpose of tonight's workshop was to make sure staff and the consultant BERK were on track with the Council's expectations. Tonight's comments would be included for further discussion at the final Citizens Advisory Committee meeting next month.

Brian Murphy, BERK Project Manager, said the CAC was a great group who had done a lot of good work. The public was engaged in an open house that was well-attended with high energy where lots of feedback on the vision and draft plan was received. The draft plan was a work in progress. Some sections needed to be written with narrative and content was also evolving. The CAC hadn't met since the open house but there had been a meeting with staff.

The focus was on developing a long-standing vision to describe the destination of the City for years to come. The plan looked at where the City was and where it wanted to go. Eight initiatives were drafted to focus energy on towards achieving the vision. This plan update was different in format and structure to show relationships such as parks that involved quality of life and also made the City a destination location. Staff would look at what needed to be done in 2014 and bring proposals to the Council for review and possible inclusion in the budget to start putting the plan into operation to achieve the aspirations.

Mr. Bauman desired a high level review by the Council. Was the plan approaching the form and substance the Council was looking for? Please bring up any requested changes tonight.

Mayor Guzak was glad the title wasn't changing as it said exactly what they wanted; it was still where the City was going, who we are and what we're about. It reflected both balance and tension.

Mr. Murphy reviewed the vision which had five components. Those were: an outstanding quality of life for all residents; a community strongly connected to and protecting the natural environment; the vibrant local economy; a thriving regional destination; and high quality and

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sustainable City services. It was hoped the vision would stand for all time. The initiatives may change but the vision should remain the same.

At the open house people were asked what the parts of the vision meant. Initiatives would be shown where they applied to various components on the vision wheel. Icons as the graphic element needed more clarification to identify which aspect of the vision they related to. To focus on the rivers in initiative #3 got a lot of interest. Initiative 5 focused on environmental sustainability. Initiative 6 looked at the economy.

Mayor Guzak brought up Initiative 8 to invest in Snohomish's civic facilities, specifically City Hall and the police station. The economic downturn began soon after the strategic plan was adopted. The City knew what space was needed but couldn't get there due to the lack of funding.

Initiative 1 was to establish a sustainable model for strengthening and expanding parks, trails and public spaces. The first issue was to establish a funding mechanism for investment. The CAC spent a lot of time discussing the role of parks in the community; they were amenities that contributed to the quality of life that was very important. Capital needs could include educational and cultural programming as well as perhaps a recreational program. The discussion was kept at a higher level as this wasn't the parks plan.

Mayor Guzak added that updating the parks plan would provide the details.

Mary Pat Connors, CAC member, said there were several detailed conversations at the meetings that showed the level of interest.

Initiative 2 was to strengthen foundations for connecting neighbors and enhancing neighborhoods. One strategy was to create a neighborhood program to identify and support projects needed to strengthen neighborhoods. Small project grants were suggested as a funding source although it was unknown if resources would be available in two years. Another strategy was to work with community-based organizations to celebrate the City's diverse backgrounds.

Ms. Connors added that the neighborhood language began when the City started looking at the Pilchuck District. The Economic Development Committee and other groups used the term, up to the CAC where it started to make sense. Snohomish was a small community but there were different little places within the City limits, some of which had names. There was conversation about mobility around the neighborhoods via sidewalks, trails, and bikes.

Ms. Emge said the Morgantown neighborhood showed up in great numbers at the open house and that area's residents had done a lot.

Mr. Murphy looked at how the pieces worked together, not only by strengthening individual neighborhoods but also how they interconnected as a whole community.

Initiative 3 called to strengthen connections to the rivers, building on work done to make them key assets to the community. They added to the quality of life for residents. Visioning showed what was possible with a riverfront orientation. Strategies included public investments being

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used to build additional public infrastructure such as boat launches and working with private landowners to make sure their areas were well-maintained along the river trails.

Councilmember Burke asked who would write the river concept plan.

Mr. Bauman said it could be either staff or a consultant. It hadn't been discussed yet.

Councilmember Kaftanski presumed part of the analysis would look at rivers within the City and what sections of the rivers were appropriate for greater access and what sections were appropriate for more local access.

Initiative 4 was to increase mobility within and access to the community. This included vehicles, equestrian, bike and foot travel. The CAC got into some very specific discussions.

Mayor Guzak had been working a lot with rails. Trails and rails were very important within the City and making connection to the whole region.

Councilmember Kaftanski said he looked at land uses when looking at transportation as transportation was not there for its own sake. He would like a strong statement on how transportation served the needs of the City. Signal progression on Second Street might make it easier for people to get through town but that might not serve the vision of the City as a regional destination.

Mayor Guzak asked for a status report on the transportation plan. The street inventory was completed now.

Mr. Schuller said during tough budget times, updating plans didn't make it to the preferred projects list. The current plan was ten years old, based on data older than that. The northern annexations into the City were not included in the plan. Approval for a consultant contract would be brought up for 2014. He had tried to do one in-house at another city but traffic generally required third-party input. Setting traffic impact fees could be very contentious and it helped deal with developers in future years if an outside party did it.

Ms. Connors had a language question. The word "transportation" was used very specifically in the transportation plan but she didn't know what it meant exactly. This concept didn't include cars as much as it did bicycles and pedestrians.

Mr. Schuller said it was very important for the CAC and City Council to direct what kind of transportation they wanted. Staff had to know the goal envisioned for a street such as Second Street to get people through town rapidly, since a different capacity issue affected the design in moving forward. The intent to include multi-modal was clear. Transportation was very focused on cars because it affected impact fees and the needs of serving more cars.

Mr. Murphy added that the land use desired everywhere would be made explicit but that level of detail may not be wanted in the transportation strategy here. The goal of transportation infrastructure was to promote that.

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Initiative 5 was to become more environmentally sustainable. It was a strong interest of the CAC and wasn't present in the current plan so it was a new focus. It was a quality of life issue and could be a regional tourism draw if taken seriously enough for example to provide demonstration sites. The focus was on stormwater infrastructure and the rivers, providing stewardship of the community. Land use regulations needed to encourage sustainable development. Make more of the City's fleet "green." A couple strategies focused on what could be done by others such as business owners and developers.

Ed Poquette, CAC member, had talked at one point about government being more green. The concept went beyond the City's geographical borders into its civic structures. That point needed to be more explicit in the strategy to encourage reduction of energy consumption.

Councilmember Kaftanski asked if this was to be a strong policy statement or to look at opportunities to make sure they're cost-effective. Some measures were less costly. Did the issue of cost-effectiveness and sustainability get discussed?

Ms. Connors said it was the business of staff and the Council to focus on that issue, rather than the CAC. Since this is a strategic plan, they didn't want to put in impossible initiatives that weren't financially possible.

Councilmember Schilaty didn't want it written so specifically that it didn't allow emergent ideas. Things were happening so exponentially in some areas. This document could be written more broadly or openly.

Mr. Murphy suggested that "encourage" could become "required."

Initiative 6 was to cultivate local businesses and promote the City as a great place to do business as part of economic development. The economic development plan would be updated. It could be an economic gardening approach to grow and encourage your own strategy for different areas such as Bickford, Avenue D, and First Street. Get the word out about quality of life.

Mayor Guzak pointed out the cluster plan for distilleries wasn't included.

Ms. Emge said that would come out a lot stronger in the economic development plan. Last time the plan focused heavily on Boeing and the hope of getting some suppliers into town which didn't come to pass.

Councilmember Schilaty confirmed the City was working with the school district. Was that reflected in the draft? The district's technology and education services program had a very specific economic development aspect.

Robert Klem, CAC member, noted the school district's reputation was wide-spread. It attracted both businesses and people who wanted to live here because of the school system.

Councilmember Guedel added that it was helping people who already lived here by attracting jobs. He would like to point specifically to work force development.

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Mr. Dennison said one of the strategies for initiative 1 talked about increasing educational and cultural opportunities under parks.

Councilmember Schilaty said educating children and their staying here was an opportunity. Any education in the strategic plan should be connected. Often there was a disconnect of government agencies failing to talk with one another. The programs could be developed together. There was a fear of mentioning entities specifically when it wasn't our entity. The school district was a major employer and educator and was the biggest entity next to the City.

Ms. Connors said the district's schools were state-of-the-art.

Ms. Emge pointed out that culling out partners for all the initiatives was contained at the end of the draft. It would be a collaborative effort.

Mr. Bauman said the City wasn't trying to control what the school district did but enhance what the district was doing.

Mr. Murphy said the initiatives would be broken down by a lead department, a supporting dept, and community partnerships. The school district will figure prominently in that section. Another strategy could be added about a work force having the skills to do the jobs.

Councilmember Kaftanski suggested spending some time talking about opportunity. If the City was successful with parks and a transportation system, that could be leveraged to promote housing stock in the Pilchuck District. That could be listed as another tool.

Mr. Murphy said the vision focused on quality of life as the primary asset to draw in residents and investments. He would look for opportunities to bring in the housing aspect.

Initiative 7 was to strengthen the City's attractiveness as a regional destination. It would promote what the City had to offer to draw people in through gateways and wayfinding. Signature events would be promoted to bring people into the community. This could also support other initiatives.

Initiative 8 was to invest in Snohomish's civic facilities, as they were critical to providing City services. The facilities should be evaluated by need; how efficient they were; how they supported economic goals and investment; and how user-friendly they were.

The summary of strategic initiatives addressed the role of partners in and outside the City, including staff and community organizations and the ability to work collaboratively together. Other plan sections would be developed with staff to use as an operational tool. It was important to make tracking more manageable.

Mayor Guzak agreed going through the current strategic plan a couple times a year was really laborious. She liked the historic timeline included in the first plan and would like to keep and update that graphic presentation. It was instructive and validated cultural events.

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Ms. Emge said photographs to illustrate the plan were still needed to show elements of the plan. They could be sent to her.

Mayor Guzak thanked CAC members Mary Pat Connors, Robert Klem, Ed Poquette, Jim Schmoker, and Laura Scott for attending this evening.

3. **ADJOURN** at 6:52 p.m.

APPROVED this 2nd day of April 2013

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Torchie Corey, City Clerk

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**Snohomish City Council Meeting Minutes
March 19, 2013**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, March 19, 2013, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT

Derrick Burke
Greg Guedel
Karen Guzak, Mayor
Tom Hamilton
Paul Kaftanski
Dean Randall
Lynn Schilaty

STAFF PRESENT

Larry Bauman, City Manager
Thom Graafstra, City Attorney
Danny Weinberg, Support Services Dir.
Steve Schuller, Public Works Director
Owen Dennison, Planning Manager
John Flood, Police Chief
Torchie Corey, City Clerk

There were twenty-five citizens in attendance.

2. **APPROVE AGENDA** contents and order

New Employee Introduction was cancelled. The Executive Session was expected to last twenty-five minutes with action to follow.

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

3. **CITIZEN COMMENTS** on items not on the Agenda (*and/or to request time to speak on any Action or Discussion items on this agenda*)

Morgan Davis, 206 Avenue I, confirmed public comment would be allowed for the boat launch update and draft buildable lands report. Regarding the Carnegie annex lease, the \$1 million FEMA roof and seismic retrofit were now complete. The new tile roof and large skylight made an impressive modern look that was very compatible with the 1968 annex. Many times he had asked the Council not to demolish the sturdy brick building, valued at \$400,000 a few years ago by the county assessor, just to create a large grassy area at First and Cedar, and he fully supported leasing the annex to gain revenue for City taxpayers. \$10,000 in annual rent was the same amount requested for a property tax increase last November. Instead of yearly leases with Edmonds Mercantile, why not negotiate a five-year lease and save annual attorney review fees? The Carnegie Foundation planned to raise \$3.5 million without taxpayer help but last summer they only had \$8,000 saved. The Carnegie Building should be used for staff, the public, and emergency purposes during a flood or earthquake as intended by FEMA. On another subject, could Councilmember Kaftanski comment on what specifically was the difference between Everett's Lowell Riverfront Trail or Langus Park and the City's west riverfront trail on the dike at the abandoned sewer lagoon as to allowing dogs on leash? Lastly the wildlife park named after Bob Heirman at Thomas Eddy wasn't called a sanctuary, a pristine wilderness or refuge; they called it a park and so should the City.

Bob Heirman, 2120 Lake Avenue, came to speak on two subjects. First the Sportsman's Club had been maintaining the docks at Hill Park for years. The City dock was dangerous with no railings. Six people had drowned in the eighty years he'd lived on the lake. If the new metal dock had to go in, it should be on the other side of the main dock. The two pilings

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on the Matheson Memorial Dock were 48' long and wouldn't be taken out. He understood that only one would be used. It would be nice to have three docks. The Club deeply cared about the lake and knew what they were doing because they had built nine docks. They had bought material to replace the big dock when it was condemned three days before the kids' fishing derby. Vic Matheson was an immortal sportsman and one of the founders of the Tillicum Kiwanis. He was a dedicated public servant who played a role in constructing Hill Park. The walkway was high-quality and required little maintenance since its construction in June 2005. The end of the dock was 33 years old and should be replaced, as should the approach. The Club was willing to do this and would spend their own money. They'd been trying to give to the City but the City didn't seem to want to agree with them. They were always trying to enhance recreation.

Mayor Guzak thanked him for caring about Hill Park and restocking the lake. It was a spectacular day when all the fish were brought to the park.

Mr. Heirman said they'd put \$50,000 worth of fish into the lake the past ten years and loaded it on the 14th.

Ralph Dahlquist, 1212 Hillcrest Drive, had another issue about Blackmans Lake. A paper dated November 2006 said the City dedicated \$300,000, including \$61,000 for a consultant study, regarding the level of Blackmans Lake. The paper said that after the study was done, it would take about a year to get all the permits, and work would begin in 2008. This year there had been another 2-3 big floods on the lake. As to damaging the docks, 8" had to be cut off the piling on the big dock because the level got so high the dock floated and pulled the pilings up a few years ago. It was time to get the outlet fixed.

Karen DeYoung, 418 Avenue G, was opposed to the proposed ordinance changes which would allow for building ultra-high density or rooming house developments in town. She was not opposing affordable housing in the City or proper growth and development. The issue for her was the lack of transparency by the Planning Commission and Council. The motives of individual Council and Commission members were questionable, including their complete lack of effort to inform and involve the citizens on a matter with direct and long-term impacts on their homes, neighborhoods, and quality of life. She sent multiple requests to meet with Council and Commission members to learn more about the project and to date had received a reply from the Mayor, the Planner and one Councilmember. It didn't matter that they said they had followed the letter of the law. What mattered to her was that they had not acted in a way that represented open and honest governance. It was wrong to commit City resources towards developing major ordinance changes without first determining there was community support. Representative government did not mean getting elected, closing the door and proceeding to conduct business behind those closed doors. Unfortunately as a direct result of this particular zoning issue and how it had been conducted, that was exactly how she and many other citizens perceived the current conduct of the Council and Planning Commission. She wasn't usually a confrontational person but she'd been taken by surprise and disappointment in the City's leadership concerning this matter.

Mitch Cornelison, 331 Avenue F, had a clarification to his request for a moratorium at the last Council meeting. His request did not have anything directly to do with the rooming house ordinances which were already in process. He asked for a six-month moratorium on conditional uses in the single-family and multi-family zones. Conditional uses were those extraordinary uses which were very limited in scope and had higher barriers of entry that were defined. But there were also issues in how density was defined, how they're utilized, and how developers looked at them in terms of getting good interpretations of those specific

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conditional uses. He would leave Commercial and Industrial zoning out of it. Over the last two years there had only been one conditional use requested and that was the aquatic center so a moratorium wouldn't be a burden on the public because it's a very extraordinary use to begin with. This would give time for the groups that had formed to come to the Planning Commission and the Council with some positive feedback about improvements that could be done in those particular code sections. The Planning Commission's public hearing on the two rooming house ordinances was April 3rd and he invited the Council to attend. It would be informative for the entire community to see and hear in context what residents and those interested in the topic were saying. The Council could get a better sense of where people felt the direction was going with respect to the rooming house ordinances. The rooming house ordinances were a conflict with the code already which currently provided for the renting of rooms in an individual's house. Up to three rooms could be rented out of a personal home. There were other contexts for employees. It was typically a single population that rented rooms so this was setting up a competitive ordinance change that would be commercial-style development, a large scale development, which would be in competition with existing code uses that would be taking money out of the pockets of homeowners, property owners and single-family areas. This small population of single individuals was already accommodated in the code and that was another context for consideration.

Kathryn Deirling, 6604 83rd Avenue SE, was a former City business owner and a member of the Snohomish Sportsman's Club. She supported the earlier comments regarding Hill Park and Blackmans Lake. In addition to the children's fishing day in June, over the last two years their organization supported a special needs fishing day for handicapped and disabled, both youth and adults, at a private farm. One of the reasons they were not contemplating bringing the activity to the lake was because of the danger of a dock with no railings. The population using Blackmans Lake obviously included young people, middle-aged adults and older people. In past years people from the Chalet came on special fishing days which were enabled because of the docks built by the Sportsman's Club with the railing and easy access. If the City put in docks without supporting structures, without safety, she was concerned not only first and foremost for the lives of the people it may impact, but as the City has been addressing some deficit budget issues, she would think a large consideration would be for liability exposure from any kind of resulting death or damage. She urged the Council to reach out to work with Tillicum Kiwanis and Sportsman's Club. They had a lot of money and a lot of people who put forth free labor who were experienced master craftsmen willing to do this work, and she encouraged the Council to take them up on the offer.

James Duvall, 2216 112th Drive SE, Lake Stevens, said the new draft medical marijuana ordinance was horrible. How could the City say it would only let one patient who sets up a collective only see ten people in a week? Or fifteen? That wasn't giving them a safe access point; it was saying if they're lucky they can get in the one day that there's an opening. Look at all the other laws available. Mukilteo came up with a great ordinance. Why did the City take eighteen months to come up with its own and it was still being worked on? It wasn't hard to put the City's name on an existing ordinance. This was re-inventing the wheel.

Marc Craven, 104 Lincoln Avenue, was a 40-year-old medical marijuana patient with Crohn's disease and Post Traumatic Stress Disorder. He had been watching what was going on with medical marijuana access points for 4-5 years. He understood the City was looking at Bickford Avenue corridor as an area where collectives would be allowed so he'd gone to look where they might be and talked with property owners as well. He found businesses for children's karate so that area couldn't be used with the 1,000-foot buffer around anything used for children, schools, churches, daycares, nurseries, and parks. Looking further south down Bickford Corridor there was truly nothing there. Property owners were unwilling to

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work with medical marijuana patients or there were churches, daycares, and other child-oriented facilities. He was told some of the Councilmembers were open to Avenue D. He assumed the main fear was a lot of residential, churches, and school, but that was also the reason Avenue D was a reasonable location. On the south end of Avenue D there were churches and schools. Continuing north nothing would be allowable until nearing Safeway or Haggens, for three City blocks which was the only area where these could be located if Avenue D was included. He hadn't gone over the rest of the town to see what would be possible. Had any of the Councilmembers looked at the suggested areas, seeing things he and other patients hadn't seen? Were wheelchair-accessible buildings available? Had anyone talked with the property owners? The proposed Bickford area probably wouldn't work. Avenue D wasn't as scary as they might initially think if they really looked at the buffers – 500' from residences and 1,000' from churches. Those were great ideas. He hoped the Council could help the sick people get what they needed.

4. **NEW EMPLOYEE INTRODUCTION** – *(cancelled at beginning of the meeting)*
5. **PUBLIC HEARING – ADOPT 2013 Stormwater Management Program**

Society focused on end-of-pipe for 20-30 years when pollution really became an issue in the 1960-70's and a lot of regulations were drafted. Pollution could be seen coming out the end of a pipe at a wastewater treatment plant or oil refinery. Then a major shift resulted ten years ago when science was showing that remaining pollution was stormwater. Stormwater was difficult in that it wasn't end-of-pipe at a wastewater treatment plant but when it rained, extra yard fertilizer got into the storm drain, went into the stream, and affected the environment. Regulations started being adopted about ten years ago and that was tonight's issue.

Each year the new stormwater management program was brought to Council. The program focused on requirements the City had to meet on the state Department of Ecology NPDES permit. At this point the permit focused on educating specific businesses, the public, and streamside land owners. There was not an enforcement piece yet. The City tested a number of areas around town but there wasn't a cap like for the wastewater treatment plant where the City had to meet various permit limits. Limits were set and there was an expectation that the enforcement portion would be coming but purposely the real focus was on education. The types of businesses being focused on changed for 2013.

Every year the state Legislature provided funding to help with mapping, producing the first comprehensive plan, and purchasing equipment but a permanent program was needed. It was hard for cities to plan when it was unknown what the Legislature was going to do each year. No one knew what would happen this session and whether there would be any grant funding. The City used state funding to get a lot of its program accomplished and that would continue.

The permit had five components in addition to the monitoring, laboratory analysis, and reporting the City had to do. There was public education and outreach; public involvement and participation; illicit discharge detection and elimination; controlling runoff from new development, redevelopment and construction sites; and pollution prevention and operation and maintenance for municipal operations such as parks or the shop site.

An example of illicit discharge detection was if a complaint came in regarding a leak or something going into the stormwater system from a business, the City was required to contact the business and write a report to the state. In the past the City might not have had an obligation to do that but now the obligation was defined very specifically: what the City was supposed to do, how it was to be reported, and how the City was to follow up. Controlling

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runoff from new and re-development had been in place for quite awhile but was becoming more detailed and onerous.

In 2012 staff focused on restaurants. Posters were produced and provided to restaurants in town, both in English and in Spanish as Spanish was the first language of many workers. Restaurants were asked to exhibit the posters in the kitchens to train staff on what they should and shouldn't do to protect the stormwater and sanitary sewer systems. A workshop was held for streamside land owners providing education on yard care and other issues. Staff worked with veterinary clinics to provide information regarding animal hospitals. They also worked with youth fund-raiser car washes. The City provided the equipment for free to make sure the runoff went into the correct system, was being handled and treated properly.

In 2013 staff planned to work with commercial painters, landscape businesses in town, and construction companies, providing those businesses with specific information. A second series of natural yard care workshops would be held. The City partnered and worked with the county on these trainings. The City would use any available materials and resources rather than re-invent the wheel.

Councilmember Kaftanski asked about the partnership with the county regarding public education and outreach.

Mr. Schuller said in Snohomish one staff person committed about 20-25% of her time to the project. When working with veterinarian clinics staff didn't try to re-create materials to give them. DOE stated in the permit what the City was to do and how it was to be done but didn't provide the packets; the agencies had to produce them. The City asked the county what they were doing and got materials from the county as the larger entity the City could borrow from. The county had been wonderful to work with. One of the bigger exercises was to map the entire system. For the City to set up the GPS and GIS data base to collect the data would be very difficult with a .25 person. At least two people were needed in some cases. The City worked with the county, got the equipment on a grant, used county GIS mapping people who collected the data and put it within the data base. That was one of the ways the City used the county to leverage what was being done in the City.

Councilmember Kaftanski knew the plan was updated annually. The aquatic center would be opening later this year. How did this plan relate to the center?

Mr. Schuller said there had been lots of discussion about what would happen with the aquatic center pool water and the stormwater system. This management plan and the development proposal were related but handled separately. The City worked with the school district using the existing development code allowed by the state to approve the development and make changes that were acceptable to both the City and state, and the aquatic center was now under construction. Stormwater management would blend in as the project moved forward.

Councilmember Randall asked how often pool water would discharge into the storm sewer.

Mr. Schuller understood a January 2014 opening was expected now and the pools would be filled. The two large pools would be emptied every 3-5 years so the City wouldn't have an operational issue until 2015-16. The City had the agreements in place but they wouldn't be exercised until the first pool was emptied.

Mayor Guzak asked if a citizen saw possible illicit discharge in town, what agency should they report it to within the City.

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Mr. Schuller said there was a matrix of what had to be reported depending on what was being spilled, how much was being spilled, and where it was going so there wasn't a single answer. In some cases the City was required to document what was seen and report it to DOE which had a 24-hour hotline for after-hours reporting.

Mayor Guzak confirmed if someone was dumping paint down the storm drain, residents would call the City. Regarding the City shop, didn't the City get some money from the state for vehicle-washing improvements?

Mr. Schuller said the difficult part for an illicit discharge was Public Works staff had to be trained. There had to be enough staff trained so someone could be reached who knew what should be done. Regarding the shop, the City got money through a state grant to do some stormwater treatment and landscape improvements along the river. The landscaping was really part of the stormwater treatment. Anything at the shop site in essence sheet-flowed into the river so a fairly simplistic stormwater and catch basin system will be put in to take the flow to an underground trench. The trench would eventually overflow to the surface plantings and pick up any of the contaminants before they went into the river. Construction will take place this summer.

Citizens' comments:

Morgan Davis, 206 Avenue I, asked what would be the substitute for lawn fertilizer.

Mr. Schuller looked forward to citizens attending the second 'natural lawn care' seminars which would address all the different alternatives.

Citizens' comments - closed

Councilmember Guedel thanked staff for the informative presentation and direct work in what would increasingly become a priority in both the public and private sectors. New development would have opportunities for innovative solutions for stormwater management, hopefully on-site so less of it would go into the main infrastructure. He was glad there were both the personnel and visioning to try to make some of it a reality as the proposals start to come in which will occur increasingly over the next few years.

MOTION by Guedel, second by Hamilton, that the City Council pass Resolution 1298 to adopt the stormwater management program for 2013. The motion passed unanimously (7-0).

6. **ACTION ITEM** – Surplus and Donate Outdated City Cell Phones – **PASS** Resolution 1299

Deputy Larry Cole had been involved with domestic violence services for 7-8 years. He was an advanced domestic violence and elders abuse instructor for Snohomish County Domestic Violence Services, an advocacy group that provided services to victims. It was a non-profit organization supported through grants, local charities and donations. This proposal was to donate 28 phones to the program. The phones were wiped by a cell phone company that donated time and services to the program. Phones were programmed for emergency services only and given to victims as a lifeline to call for help, either 911 or medical aid. In his 23 years in law enforcement he had personally been involved in situations where a cell phone saved somebody's life. That was why it was so important for the victims to have that small piece of security to look for help.

As a result of the transition to partnering with the Sheriff's Office for law enforcement service, this equipment had been identified as no longer needed by the Police Department.

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Rather than throw the items into the trash, staff thought the phones could be put to use to help people who were victims of domestic violence. The request was to surplus these items that belonged to the City and then donate them to a good cause.

Additionally, this was open to any citizen that had a cell phone that was no longer needed or wanted. Phones could be dropped off at the police station with Deputy Cole's name on it. SIM cards should be removed or wiped of information. Some cell phone companies agreed to maintain the units, wipe them clean of all information, and fix even old or broken phones before giving them to the people that needed them.

Councilmember Hamilton was delighted the City had the opportunity to participate in something as valuable as this to the citizens.

MOTION by Hamilton, second by Schilaty, that the City Council pass resolution 1299 authorizing the City Manager to surplus unused City cell phones and associated accessories to Snohomish County Domestic Violence Services. The motion passed unanimously (7-0).

7. DISCUSSION ITEMS

a. Medical Marijuana – Ordinance 2253

In July 2011 the Council adopted a moratorium on medical marijuana facilities which has been extended three times. Staff pledged to bring back an ordinance before the end of the current extension. On February 5th the Council had a workshop to look at the regulatory framework the City was working under, review options from other jurisdictions, and provide initial feedback to staff which has been incorporated into draft Ordinance 2253. Tonight staff was seeking clarification on one big policy issue and some ancillary issues.

At the workshop the Council gave a strong indication the preferred method of regulation would be by nuisance code rather than the Title 14 land use process due to the regulatory framework at the state and federal levels currently. The statute for medical marijuana referred to collective gardens both as a place to produce and process medical marijuana and in a different section talked about producing, processing, transporting and delivering medical cannabis. This opened the door to interpretation of what a collective garden is in the gamut from a horticultural operation to a storefront dispensary. Staff saw the biggest policy question being what the Council would like to see in how it's implemented in town; either going from a storefront to a storefront where it is produced for sale on the premise to purely production for the members of the collective. The answer to this will determine to some extent some of staff's questions on conditions.

The draft ordinance contained several areas within the definitions where staff had placed certain phrases in brackets and italics. These were phrases or provisions that could be left in or out of the definition which would strongly affect how it would be implemented. If it was Council's direction to implement as a storefront type of use, transfers of cannabis product from other gardens would be allowed and there would be a rotation of members. Membership would be essentially who had their card hung at the shop at that moment. A collective garden could only be ten members at any one time but certain jurisdictions had implemented it so that membership was on a rotating basis.

If it was the Council's intent to have production and then allow product distribution at the place where it's grown, that was an option. Therefore there would not be the transfer from other gardens but there would be a rotation of members to distribute it to more

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people. The production-only method was more the purist situation of ten people growing product for themselves without a rotation of membership and without distribution.

If the Council was in favor of production and processing only, then all the text in italics in the definitions would be incorporated. If storefronts were intended, then the bracketed italic text provisions would be excised. This would be the biggest initial question.

The next question would be where the Council would like to see this implemented. At the workshop they talked primarily about the non-residential zones particularly along the Avenue D/Bickford Corridor including the Industry designation, which had very little remaining land available, and the Business Park designation. There was discussion about Commercial also but it was left as a question. Some discussion indicated the commercial area along Avenue D might not be ideal from a purely public appearance standpoint. It might be an area to be preserved for store windows for instance or a more traditional retail environment.

Then there was the question of separation of gardens. This could affect the total number of gardens; it would affect the potential capacity of the City to accommodate them. If there was a 1,000-foot separation between gardens as many jurisdictions had done, that would restrict the total number. Was there a reason to provide a separation? Was there a benefit in keeping them more aggregated? Chief Flood had said at one point it might be easier for observation or monitoring the uses if they were closer together. If the Council wished to limit the number, separation of gardens was a good way to go.

All jurisdictions that had adopted regulations that didn't outright prohibit collective gardens included a buffer or separation around certain sites determined to be somewhat sensitive to the use. In the draft code these would be public or private elementary or secondary schools, daycare or preschool, public parks, and youth-oriented facilities. Staff has included churches and a separation from legally-established existing dwellings as an option for the Council. Staff would like feedback on if this was the correct list of sensitive sites, if churches and dwellings should be included and established residential uses as well.

What should the separations be? Maps were provided at the workshop showing 500-foot and 1,000-foot buffers. There was quite a difference between these two in the area that would be taken out of potential use. It didn't mean a lot in the Business Park zone since there was a church just outside the City limits on the north end and a little effect from the public park on the east side of Bickford Avenue. There was a difference in how much of Avenue D corridor would remain with a 1,000-ft buffer. At the workshop the Council asked for additional analysis of what something closer to the Issaquah code would look like which had both 500 and 1,000. Schools were 1,000 and other potential sensitive sites like churches and preschools were 500. The high school removed the south end of the Industrial area but it was already Bonneville Power Administration. In the fourth map, churches were removed as a sensitive site which opened up the north end of Bickford Avenue but it wasn't a particularly significant change in the available land.

Were these the right sensitive sites? Should churches and residences be included? Should the offset be a standard or variable depending on the type of sensitive site?

Keeping in mind what the Council wanted to see in the implementation of collective gardens, whether approaching a retail outlet or just enclosed private gardens, there were some additional questions from the range of conditions. Should signs be permitted? If it

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was a private garden for the use of only ten people signs weren't an issue. If it was a more public type of use where there would be walk-up traffic looking for them, should signage be prohibited or regulated as any other signage in town, or something else?

Both Everett and Tacoma used the nuisance code and tonight's draft ordinance borrowed heavily from those codes. Everett defined a nuisance as the consumption of marijuana in general, medical or not, outside of private homes and within narrow confines, and what was allowed under state law I-502 regulations which allowed for up to one ounce as long as it wasn't being smoked in public. Should nuisance provisions in the ordinance also apply to consumption or should that be regulated separately under the criminal codes that would apply? Were there any other nuisance provisions the Council would like to see that staff hasn't incorporated yet?

The draft ordinance will be modified following Council direction tonight and brought back for consideration. Then a public hearing would be scheduled for public comment on the draft. The current moratorium was in effect until early June so staff's expectation was to be completed and have a repeal of the moratorium as part of the ordinance.

Mayor Guzak brought up the issue of the definition of collective gardens.

Councilmember Kaftanski understood federal law regarding marijuana. Regarding the three options, what did current state law allow to occur and use as an affirmative defense?

Mr. Dennison said the state allowed one person to have 15 plants and 24 ounces of usable marijuana. It allowed ten people in a collective garden to have up to 45 plants and 72 ounces of usable medical marijuana. Affirmative defenses could be used in those cases. State law was not more specific on what a collective garden was, talking about it both as a production and processing type of facility as well as a production, processing, transportation and distribution type of facility.

Councilmember Kaftanski concluded that state law was silent on the issue of selling, such as via a storefront. Was it correct to say that if the law was silent on allowing something, you couldn't assume it could be done?

Mr. Graafstra said normally the law was written the other way, that if it wasn't explicitly prohibited, it was allowed. Historically the medical marijuana act was very narrow as originally conceived by initiative about ten years ago. It contemplated a single provider to a single patient at that time. It was quite clear in the original medical marijuana act that the storefront dispensary where cannabis product was sold was prohibited. It was less clear if that strict prohibition still applied with the inconsistent definitions for a collective garden in the current act. It had been much broader but significant portions were vetoed that might have cleared up the issues they were now laboring under with inconsistent and unclear provisions as to what was allowed. A certain element of faith was needed to make a choice here without particularly clear guidance as to what state law does and does not allow. Lurking in the background was the federal prohibition which still has not changed.

Councilmember Schilaty asked, given the federal prohibition, that of these three choices it would be a lesser violation under the production-only interpretation. That was where she stood on the issue.

Mr. Graafstra said the most conservative interpretation was the production-only model.

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Councilmember Randall confirmed that under the production mode ten people could partake of what was produced. Would it have the rotating clientele?

Mr. Graafstra said a conservative interpretation would be no rotation.

Mr. Dennison considered it important to note that under the nuisance approach to the regulation, the City was not permitting anything. The City was saying that if a person crossed this line, then the City would take enforcement action but up to the line, the City wasn't looking at it as a specified nuisance under code.

Mayor Guzak added that the City wouldn't be providing a business license or condoning it in any way. The City was merely allowing it as a nuisance. If someone wanted to go ahead with a business proposal or collective garden, however it got defined, that would be the individual's business.

Mr. Dennison would be careful about saying the City was allowing it; the City was not prohibiting it.

Councilmember Burke said if the storefront and production model weren't prohibited, conceivably there could be a car on the road delivering a large amount of the product. The facilities themselves would have security systems but when the product was being transported it would be less secure. What were the implications in terms of security if the City allowed the product to be moved?

Mr. Dennison said the limit was no more than 72 ounces of product on hand applicable to a collective garden of ten people. It was a sizable amount but not a cartel-size delivery.

Councilmember Hamilton asked what areas of exclusion were there now for other drugs such as alcohol and tobacco.

Mr. Dennison said under state law there was 500' door-to-door for alcohol from public schools. Private schools and certain other sensitive sites were notified. Schools were the only ones for which there was a separation under current state law.

Mayor Guzak added there was a prohibition relative to smoking, where a smoker outside of a restaurant needed to be 25' away from the door.

Councilmember Kaftanski asked about the consistency of other jurisdictions' use of a buffer area or area of exclusion. Was the separation distance similar or the same between medical cannabis and alcohol, or was there a variety of differences in the ordinances?

Mr. Dennison said jurisdiction to jurisdiction on how the separation was implemented for sensitive sites, schools were typically 1,000' but there was a fair amount of variation in the others ranging from 400-600'. It did vary with the jurisdiction and what was referred to as a sensitive site past the basic schools and parks.

Councilmember Kaftanski asked if the separation was typically the same with alcohol as it was for medical cannabis in other jurisdictions with ordinances on this issue.

Mr. Dennison wasn't aware of any local jurisdiction that had a retail alcohol separation from other uses. He was referring to state law. He wasn't sure if he'd seen it in a local ordinance.

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Mayor Guzak's personal preference for areas of exclusion was for the middle view with 1,000' from schools and 500' from other things. The middle way of the storefront and production model also worked for her. That was where she was inclined to go.

Councilmember Randall had a general question on all the maps. He confirmed that if a church had a school, it was shown as the 1,000' exclusion. He preferred the Issaquah example which would leave the Bickford Avenue intact. It did have a little less area available in the Commercial district on Avenue D. He also noticed an Industrial area south of the river in the urban growth area but not in City limits which wouldn't apply.

Mr. Dennison clarified that map 4 had the churches removed while map 3 had the churches included as sensitive sites.

Councilmember Schilaty suggested the Council address the elements one at a time, going through them as presented to keep the discussion moving forward. The first question was which model. Her preference was production-only.

Councilmember Kaftanski continued to prefer production-only.

Councilmember Guedel was not going to make preferences on any topics at this time but would have comment at the end of the discussion.

Councilmember Burke was divided between production-only and storefront/production. If he had to choose this instant, it would be production-only.

Councilmember Randall would go with production-only.

Councilmember Hamilton wasn't going to make any choice of preference but observed that they were late to the party in addressing the issue. Given what was happening in the state with voters, it was almost a transition period. The issue before the Council today was providing medical marijuana. Perhaps counsel or staff could advise that given wherever the state was a year from now, it may not be important that the City even have this particular type of ordinance. This was really more adopting something stop-gap until something else comes into their purview because they would be looking at the regulation again further down the road. He'd been in support of medical marijuana and didn't know if it should be treated differently from other types of state-controlled substances.

Councilmember Burke felt that was what he needed to hear. The state voters had spoken on the issue. It was a good idea to proceed slowly; he had kids and thought about these things. There were real pros and cons. He wasn't ignoring that but they were dealing with a changing value system that people had spoken about and they had to try it out.

Councilmember Kaftanski noted that the Everett ordinance had a sunset clause. This draft ordinance didn't have one which was a good idea. As state legislation evolved and federal perspective changed, the City could adjust its ordinance and be as consistent and timely as possible as the laws changed and that was where they likely wanted to be.

Mayor Guzak went back to the issue of providing clarity for the collective garden model. There were three for production-only and two for storefront/production, with two not weighing in. The Council would go for the production-only model in the draft ordinance. That will help direct some of the language to be included in the ordinance.

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Mr. Dennison asked where they wanted it. In the Avenue D corridor? In the Commercial zone which included the Avenue D corridor as well as south of First Street west of Avenue D? There was an area of Commercial where it could potentially occur.

Mayor Guzak said if it was production-only, it wasn't really a commercial establishment. She had no problem with it being in Industry, Business Park or Commercial areas.

Councilmember Schilaty wanted to take the most conservative approach because they didn't know what was going to happen or would change. Taking the most conservative approach would make it easier once they knew if things became more open or were more tightly governed. The City would be in a position to not have to pull back and if needed, they could open it up. It would be better to not have to pull back. There were other reasons but she looked at it from the standpoint of being unsure of what they were doing. It was not a very clear prospect. She preferred the most conservative land use of Industry.

Councilmember Kaftanski would go with Industry and Business Park.

Councilmember Hamilton asked if there was any definition or regulation as to where the cannabis could be produced. Was there any guidance in the ordinance as to how it would be produced? Could it be an outdoor garden?

Mr. Dennison said as proposed it had to be an indoor garden; a fully enclosed building with one garden in any one building or parcel; no exterior indications through smoke, vibrations, smell, or glare that it was occurring; and no visible signs of it. Those were within the conditions that identified a nuisance.

Councilmember Hamilton asked what signage would be allowed.

Mr. Dennison said that was one of the questions for the Council to decide.

Mayor Guzak said if it was production-only, those ten people would know where it was and it wasn't open to the public so signage was probably a moot point.

Councilmember Hamilton said signage was allowed for a storefront.

Mr. Dennison said certain jurisdictions prohibited it entirely while some jurisdictions limited it to far less than a retail establishment would be allowed. It was policy decision of the jurisdiction.

Councilmember Burke supported Industry and Business Park.

Councilmember Randall didn't see that much Commercial area on the map he would like to see selected so he didn't have a problem with adding Commercial.

Mayor Guzak confirmed three for Industry and Business Park only, and two for all three. Separation was the next issue. She favored no separation because the policing issue was valid. Councilmembers Randall and Burke agreed.

Chief Flood's initial thoughts on separation were ease for enforcement and regulation. If they were scattered throughout the community, it was more difficult to make for a safe community. If they were clustered together, it was more efficient for his manpower; it was more efficient for dealing with issues specific to a general area in town.

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Councilmember Hamilton had identified at least three facilities when driving between Snohomish and Woodinville. What had the county's experience been?

Chief Flood's understanding was the county had yet to address the issue as businesses were sporadic. Those businesses on SR 9 were new, within the past couple months. The issue hadn't presented a significant enforcement challenge in the unincorporated county.

Councilmember Burke confirmed the businesses were thought to be operational.

Mayor Guzak verified there was a general leaning toward not separating the gardens but allowing them in the same area.

Mr. Dennison's next issue was what a sensitive site was and what the separation or buffer around it should be.

Mayor Guzak said churches were a question. A legally established dwelling would be any home.

Mr. Dennison said the reason that was put in for discussion was because residential uses were permitted in all the commercial designations except Industry. In theory a collective garden could be next door to a townhouse or single family home with the proper distance from other sensitive sites. A single family home could be a collective garden as long as all the other building code requirements were met.

Councilmember Randall asked about storage facilities that sometimes had one unit that was occupied by a resident. Would that be a legally established dwelling?

Mr. Dennison said if it was permitted under the code, established under proper permitting, or had historically always been there pre-dating the codes, it would be considered a legally established dwelling if it had facilities for kitchen, bathroom, and sleeping.

Mayor Guzak said if legally established dwellings were included it would alter the map quite a bit. A collective garden could be in a house so she wasn't in favor of putting legally established dwellings on the list of sensitive sites.

Mr. Dennison agreed it would be a significant alteration, probably to the point of where there would be no area to put a garden.

Councilmember Randall also felt it would eliminate too many areas so he would go down through churches.

Mayor Guzak confirmed maps 1-3 included churches.

Mr. Dennison added that if it was the Council's majority opinion that map 3 was appropriate, that would include all of the listed sensitive areas.

Councilmember Kaftanski wasn't necessarily in favor of including churches, synagogues, or mosques. If a religious institution was offering educational services, it was taken care of by the first bullet. They would need to question how often the religious institutions were occupied, what services were being provided and were they excluding areas where there was very little activity other than the educational function. He was still thinking about it and didn't have an opinion at this point.

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Mayor Guzak said that would be map 4.

Councilmember Schilaty's reason to include churches was because churches had youth programs throughout the week and she thought that was the concern behind including churches. Any church with a daycare or school was caught in the first two bullets. She would change the label to religious institutions.

Councilmember Randall would switch his allegiance to map 3. He hadn't realized that churches were excluded in map 4. Churches had activities throughout the day and were generally used six days a week.

Mayor Guzak confirmed majority support for map 3. Should signs be permitted? They'd already answered that by selecting production-only as the ten members of the collective garden would know where it was and nobody else needed to know. A sign wasn't needed.

Mr. Dennison brought up the issue of places for consumption. The current draft read "any place other than a private residence or as otherwise allowed by Chapter 69.50 RCW, where cannabis is smoked or ingested." RCW 69.50 was the I-502 regulations. Did the Council want to restrict where it could be consumed as long as it's out of the public eye?

Councilmember Burke said they'd made it so small that it could be allowed anywhere. In theory people were supposed to be sick.

Mayor Guzak would not restrict areas as long as consumption was out of the public eye.

Councilmember Randall verified patients would be allowed to consume it on-site at the collective garden. They should take it somewhere else. His conclusion was to follow state law and be out of the public eye.

Councilmember Kaftanski asked to clarify that state law allowed it to be consumed anywhere except in view of the public or on public property.

Mr. Dennison said that was his understanding. The medical marijuana statute didn't speak to where it could be consumed. RCW 69.51 limited it in public areas.

Councilmember Kaftanski confirmed that by regulating this via a nuisance ordinance, if something went awry with on-site consumption at a collective garden, if a complaint was filed it would be investigated as a nuisance complaint through the City's administrative process and potential action could be taken.

Councilmember Schilaty asked if Chief Flood had comment on the areas of consumption.

Chief Flood noted that a lot of the focus was on smoking cannabis but it could be eaten in baked goods or on top of other food products. Consumption within an area that was not visible to the public may not be an issue that was of great concern at this point. Smoking would generate a smell which could potentially violate the nuisance ordinance. That would be when the police stepped in to enforce what was enforceable.

Councilmember Schilaty agreed that would be where the complaints came from and would be the most bothersome to the public. If it wasn't a nuisance it wouldn't be as enforceable and that was probably the most concerning. People could consume it in many ways. She felt cigarette smoke was also bothersome and a nuisance. If there wasn't a nuisance provision for consumption, then they didn't have the enforceability.

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Mayor Guzak said this was a nuisance ordinance; they were saying that marijuana was a nuisance but they were going to let it be consumed as long as it's not in a public area. If it's smoked, then it's an enforceable nuisance.

Mr. Dennison added that another condition talked about a collective garden being a nuisance where there was glare, smoke, or vibration. This was more broad, anywhere outside of a private residence; if it's being smoked, that's a nuisance. It limited where it could be consumed on the books. It wasn't always going to be apparent when someone was ingesting it. It was included because other jurisdictions had considered addressing it.

Mayor Guzak confirmed a draft ordinance would be brought back for a public hearing. There would be a chance for the audience to tell the Council what they thought during public comment. They had until June to figure it out.

Councilmember Guedel was pained he could not be more involved and supportive of the process, both because he had philosophical differences with the current federal law and because as always, Mr. Dennison presided over an elegant development of a new City ordinance and policies. The fundamental legal problem they faced was known as federal pre-emption. Everyone knew marijuana remains illegal under federal law. Pre-emption said that once the federal government weighed in on a legal topic, no lower government such as a state or city can pass any law on the same subject that is contrary to the federal law. A city could do it but that city law did not in any way change the status quo of the federal law. Nothing the City did could make any of this legal. As Mr. Dennison stated in probably the most agile legal tight-rope walking heard in awhile, the Council wasn't authorizing or permitting it. They were actually banning things except it wouldn't be enforced in certain areas which was the best anyone could do. Federal law enforcement agencies were under no obligation and probably had no will to respect anything the City did in this regard and would enforce as they want to enforce. It actually got worse for the people who were interested in trying to provide these products for medicinal purposes and the people who needed to use them. Under the state public records act, at any time the federal government could send a request to the City to provide the map that showed all the areas where the City did and didn't enforce marijuana laws. That would give them the exact map of every place in town where marijuana could be located. Using that map the feds could come in their panel trucks anytime they wanted to arrest everyone involved in marijuana cultivation, distribution or use, and confiscate all the property. Secondly a federal forfeiture statute said any property (real or personal) that was involved in illegal drug cultivation, production, or distribution was seizable by the Treasury Department. If a landlord owned a piece of property and rented it to someone who then used it to grow and distribute marijuana; even if the landlord had no knowledge it would happen, if the federal government came in they could then seize the property. The property owner must forfeit that property to the government. Even if completely innocent, the property owner just lost the land, house, or commercial building. Councilmember Guedel did not want to see that in Snohomish. Until the federal statutes were completely overhauled and took the City out of the current Class I situation, the work done by Mr. Dennison and staff was like Don Quixote and his windmills. The City didn't have the ability to provide any kind of legal cover for the people of Snohomish. He didn't want people who had come here in good faith trying to implement something that he believed should be allowed to feel like it was okay in Snohomish because the City couldn't tell them that. People would not have that protection from the City. Until there was a change at the federal level, which was where the advocacy needed to take place now, that was the situation the City was in. He sadly would not be able to support any of this because legally it was not going to fly. He commended Mr. Dennison for an outstanding effort which at some point would become a

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model for how to do it if we ever get to the point where it can be implemented legally and not have the pre-emption problem.

Mayor Guzak appreciated those comments. This was not unlike the earlier alcohol prohibition. Prohibition actually happened one state, one city, at a time where alcohol was allowed legally within those jurisdictions even though at the federal level it was still prohibited. She hoped if enough jurisdictions got together to support this that perhaps a small difference could be made in the federal law. Medical marijuana especially was really important for treating people with chronic disease. It was a step at a time and the City was taking the next step.

Councilmember Hamilton agreed Councilmember Guedel spoke eloquently to the topic. The Council had an opportunity under state law to make provision at least in the near term to allow medical marijuana which he supported. They will come up with some good guidance that will be beneficial to the City. In the long run whatever activity takes place in the City will be determined by the market place and the risks associated with it.

Councilmember Schilaty thanked Councilmember Guedel for his comments. She felt very vulnerable in this situation with the federal overlay. There was talk that the feds wouldn't enforce it, would turn a blind eye, but that wasn't known and the City couldn't guarantee it. Councilmember Guedel reminded them of the federal government's power. It was messy and difficult. She was sorry for the people caught in this but it was the Council's responsibility to protect the City and citizens. She would be thinking about it as the issue comes back to the Council but she may take the approach of Councilmember Guedel and not support it, although that didn't really solve the issue.

Councilmember Burke liked Councilmember Guedel's comments also. The City was caught in a bind because of federal law. There were elements of prohibition and the conscientious objector histories. He was okay with providing a fig leaf to the people. Historically truth was on their side. On this particular issue he was personally divided. It needed to happen; for the right reasons it was going to happen but it will take time. The people were coming over and over again in support of these issues and he commended them for doing so. He encouraged them to try to be patient because it was going to take a little while for all of them and everything they were doing may come to nothing.

b. Boat Launch Update

The state Department of Fish & Wildlife was looking at replacing the City's existing boat launch currently located at Cady Park with an improved facility, allocating \$500,000 for the work. Four different sites along the Snohomish River were being reviewed. The first was located east of the City and was in private ownership. Several meetings were held with the owners. The state did an appraisal and the seller's price was about three times the state appraisal price. No acceptable solution was reached so in essence that private property was now off the list.

The second site was the existing Cady boat launch. The boat launch itself was in very bad condition and could be replaced. There wasn't much land for improvements at the site. A longer boat launch may be required in order to get deeper and that would take away what little parking there was now so the site didn't really work without another option to park the boat trailers. The access road was fairly narrow. There wasn't room for adding any parking along the road or within the park itself.

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The third location was the City shop site. The Fish & Wildlife engineer had conducted a survey and site assessment. The City has requested but not received a copy of the survey. Initially the shop was the preferred site but there were major concerns. The shop site sat about 15' higher than the water level and even more in the summer so the boat launch would need to be built to get down there. Past borings and the recent combined sewer overflow project showed the shop site had 15-20' of fill; it wasn't native soil. It appeared the native ground was at the river level and may have been a wetland. Over the City's 150-year history people put things there. From the CSO project it was known there was garbage, creosote piles that had to be hauled off to Wenatchee as semi-hazardous waste, and other unconsolidated soil.

Between the river and soil a lot of armament had been put in, big heavy rock that had so far done a very good job of holding the river back from taking the loose conglomeration of soil and sending it downstream to Everett. The boat launch would have to be fairly long and the armament would have to be broken up for the boat launch to come in. This would open the river to the unconsolidated soil and the sides would have to be re-armored. In the old days when there was less concern about fish habitat, the engineer's solution would be to 'concrete it to death.' Now there was a 'soft solution' that was half plantings, half some sort of armament with holes in it to allow the plantings to pop through for a soft side to the armament which was much friendlier to the fish

The Fish & Wildlife's engineers were quite concerned and wanted the site removed from the list. The ramp would have to be way too long to get down to the river. There was the issue of opening up 150 years of history, what could be discovered, and the potential cost of hauling it off. The CSO which was a simple sewer trench cost \$85,000 so there could be significant amounts of money just hauling off the stuff that would have to be dug out to do the launch. After looking at it further, the engineers were instructed to keep the site on the list for further study. Staff wasn't quite sure how it would progress but the next step may be a phase I environmental or some additional geotechnical work to get a sense of whether this was a complete rejection or to gain some confidence to move forward with further studies.

The fourth site was Snohomish County Field's Riffle on the south side of the river across from the wastewater treatment plant. Preliminary reports from the fishermen and other users was that there was a sand or clay bar on the south side so the water depths were not necessarily appropriate for a boat launch. There may be an opportunity to go further upstream where the boat launch would not be in the way of the sand bar and get into some of the deeper waters to launch a boat.

Those were the four sites under consideration. There wasn't lot of information to share. All that's really been done was the survey on the shop site which was still being produced from the field work. Staff didn't have any conceptual drawings yet. Fish & Wildlife will continue to work on the three sites to move toward a decision.

Mr. Bauman added that the Fish & Wildlife capital projects manager and design engineer had been invited to inspect the site with City staff and provide more information which staff would then bring to the Council.

Councilmember Hamilton confirmed the fourth site on county land was where the riffle is.

Morgan Davis, 206 Avenue I, saw that City shop site was still on the list and under study. It was the preferred site. They wanted the boat launch in the City for economic

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development. Fishermen come to town. Why have it in the county by the Misich farm? That was only three miles from Rotary Park which had a boat launch. Cady Park had no parking. When the shop was built in the 1990's, it was to be temporary; the pole and metal buildings were to be disassembled and moved to higher ground if the area flooded. If the pump station could be put on pilings, there could be some engineering for the boat launch. Put the shop site as number one; move the shop somewhere else. There would be acres of parking; it would be next to the trails' end; there could be a marina and a restaurant on pilings.

Bob Heirman, 2120 Lake Avenue, and Oscar Johnson had about \$65,000 to build at the shop site 35 years ago but the City rejected it. They put in the Maple Avenue landing. Originally there was a boat shop there and railings. During a minus tide the sportsmen poured the concrete. He spoke with Fish & Wildlife yesterday who said Rep. Dunshee was working on that site. There was much misinformation about rock in the river saying 'we can't do this, can't do that.' He'd written a Herald article about the Pilchuck River with a picture of Schwarzmiller's Drift. That was all rocked before he was born. Rock in a curve was highly beneficial for river life. Juvenile salmon migrated down on the side of the riprap. If they went down the other side the trout would run them onto the beach. It was a misnomer about rock in the river. He'd been a long-time supporter of it, as long as it was done in a curve and not in a straight line. Both sides of the boat landing at Ben Howard were rocked. The same thing was done in Monroe at the Lewis Street landing. The Sportsman's Club had been involved in it for many years and was instrumental in pressuring Rep. Dunshee to get the money.

Mayor Guzak thanked Mr. Heirman for bringing the money home for the City and all the work done for the City.

c. Draft Buildable Lands Report and 2035 Population Targets

These two interrelated items were moving through the *Snohomish County Tomorrow* process. The Buildable Lands Report was done by SCT in 2002 and 2007, so this was the third time through essentially using the same process as in the past. The concept of buildable lands was to identify potential development capacity. Historical development by zoning was analyzed to see how many dwelling units per acre and how many jobs per acre were accommodated as the development occurred. It looked back to 1995 and used that rate of development per unit of ground and then looked at what was considered vacant, re-developable, and partially developed. Availability status was determined, in part, according to certain assumptions of land value to improvement value. It removed assumed critical areas and their buffers using the best data available and then applied reduction factors based on the anticipated likelihood all vacant, re-developable and partially developed land would come to market in the next twenty years.

It identified the amount of available land by zone and the historic analysis revealed the rate at which that available land was expected to produce housing and jobs, and that was the capacity. It was done to see if there was enough capacity to accommodate the current 2025 target from 2005, which was the twenty-year planning horizon. It was also used to look out to 2035 which would be the next planning horizon being used for the mandated 2015 Growth Management Act update. County staff in consultation with staff from every jurisdiction in the county came up with these capacity estimates.

The state Office of Financial Management did an updated forecast of five-year increments. The County Council directed that the OFM medium (most likely) forecast be used. That

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number would be 955,000 by 2035. The change from 2011 to the 2035 number was looked at as the growth; that growth was allocated, both population and employment, to all the respective cities.

The county with the countywide planning policies has determined to follow the original growth strategy in the Puget Sound Regional Council's *Vision 2040* plan, a hierarchical approach that gave the most growth to the metropolitan city of Everett; and then smaller shares to the core cities of Bothell and Lynnwood; followed by declining shares to larger cities, and then the small cities where Snohomish was found; then allocated to the urban growth areas and then finally rural areas.

Because they were allocated the greatest amount, Everett and Lynnwood had some difficulty in finding capacity to accommodate the very large increment of growth they were assigned. These cities determined they could modify their plans to increase their capacity but not to the extent the regional growth plan would indicate. For population the City had a small deficit within current City limits and a fairly significant surplus in the UGA. When combining the City limits and UGA there was a surplus of capacity for the growth the City is expected to take by 2035. Employment could be accommodated in all jurisdictions except Everett. As the regional growth strategy recommended, the City has plenty of capacity for the jobs target.

Councilmember Kaftanski said with respect to the City's projected deficit of population, since past development was looked at the advent of the Pilchuck District and what could happen there wasn't taken into account in the projection. He would walk away believing that with what's been done to establish the Pilchuck District, this arithmetical projection of deficit probably doesn't exist.

Mr. Dennison agreed. There was probably capacity for 2,000 more people available than the report would reflect.

Mayor Guzak was involved with this at SCT for quite awhile. Mr. Dennison did a really excellent job of presenting a lot of complex data.

Morgan Davis, 206 Avenue I, opposed the Pilchuck District because it was cramming 2,000 more people into a small area and now there was the boarding house ordinance coming up to cram more people into the buildings all over town. The population targets showed an excess in capacity, a big surplus. The west UGA wasn't even touched. There was no development along Ludwig Road. This was for the next twenty years. Annexing north of US 2 in 2015 would not serve the citizens. This should be the nail in the coffin if anybody had big ideas of expanding capacity. We don't need to build; we don't need more developers. The targets were correct. Don't try to go to the county to say the City wanted more population target because it was the medium forecast and the City would be lucky to reach it. The last four years were way off from the previous targets. He wanted to see Snohomish preserve its 'small town' character. The 'vitality' business was a blank check for developers. Please take that into account.

Councilmember Hamilton said this was somebody's projection and what they thought was going to happen which may not have anything to do with reality. Given that, if we actually progressed at this point, what would that do to the budget, particularly with the wastewater expenditures and commitments related to that.

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Mr. Dennison could answer part of that. The 2035 target was actually slightly less than the combined City and UGA 2025 target. The sanitary sewer planning looked out to 2025 so we've been using the same planning horizon and the 2035 target didn't increase the target the City had been looking at for 2025.

Councilmember Hamilton asked what this did to the debt the City had taken on to build the trunklines and others that have to be done in the future.

Mr. Bauman said it did nothing to address the debt for these projects. Only when the City actually got connections and projects were developed did it affect the City's ability to repay that debt with connection fees. The capacity is theoretically sufficient to allow the City to cover the debt and repay it if development is sufficient in those incorporated areas and if we built out in our incorporated area we would be able to completely cover that debt through those connection fees.

Councilmember Hamilton confirmed the City would not have greater population than projected if build-out occurred. A lot got shoved down the City's throat from the planners up at a higher level.

Mr. Bauman said trying to answer these questions in real terms was a very slippery slope. Basically this new plan did nothing to change the City's current situation. The target for 2025 essentially got pushed to 2035.

Mayor Guzak said this planning document came through a lot of different sources such as PSRC and various planning groups. It went through SCT and the County Council. It was mandated by the GMA.

Councilmember Burke wanted to avoid making any kind of projections about what they thought would happen. This was basically a pro forma that was used for planning and access to credit, and all kinds of economic development activities. A twenty-year pro forma was really far out there. There was no company that had that information. If these numbers turned out to be wrong for x years, what was the process by which they would start to be amended? What kind of visibility did Councilmembers have if the projections were off? What was it like for the Planning Manager when the numbers were right and when they were wrong?

Mr. Dennison used the numbers to do the land use planning to ensure the City would have the land capacity to accommodate projected growth and the infrastructure such as utilities and streets to also accommodate this level of growth. A number or target was needed, something to shoot for, and this was the best guess of what that number was going to be. It's based on a philosophical allocation model rather than necessarily an empirical model. It was intended to some extent to direct growth. Larger centers such as Everett have to increase capacity because the regional model said that was where the growth should be occurring rather than in the hinterlands of small cities. It was reviewed every eight years; there should be another buildable lands report so the City could see where it was, whether it was achieving the planned level of growth. If midterm adjustments needed to be made in the twenty year plan, then they did so. Every ten years we will readdress it, look at the UGAs and the comp plans, to make sure they were still on target. If OFM revised its targets down so the City would be planning for less, the City moved the growth target out rather than planning for more growth in a more linear way. It was constantly monitored and adjusted. It was to provide a feedback loop for local planning processes as well as regional planning processes to know growth could continue to be accommodated and the growth expectations were kept as current as possible.

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Councilmember Burke said it sounded like what happened broadly speaking was that a lot of the same growth projections had been maintained but pushed back ten years. How long until the next review?

Mr. Dennison said under state law it would be eight-year intervals for the buildable lands report. There were also inter-monitoring reports as well. SCT and county staff were regularly looking at the amount of growth that occurred, comparing it to the trend line, seeing if the forecasted rate of growth was being met to make sure adjustments could be made along the way and that adequate capacity existed within the land use system both locally and region-wide.

8. CONSENT ITEMS

- a. **AUTHORIZE** payment of claim warrants #51577 through #51696 in the amount of \$318,790.95 issued since the last regular meeting
- b. **APPROVE** the minutes of the regular meeting of March 5, 2013
- c. **REAUTHORIZE** Economic Development Committee – **ADOPT** Ordinance 2250
- d. **CONFIRM** Mayor's Appointments to Economic Development Committee
- e. **AUTHORIZE** City Manager to Sign Special Event Contract for 2013 Farmers Market
- f. **APPROVE** Emory's Gold Plat Alteration
- g. **AUTHORIZE** City Manager to Sign Lease for Carnegie Annex

MOTION by Hamilton, second by Randall, to pass the Consent Agenda. The motion passed (6-0-1) with Kaftanski abstaining.

9. OTHER BUSINESS/INFORMATION ITEMS

Mayor Guzak asked to have the Earth Hour announcement included in the City Manager's newsletter. Cities across the world would be turning off nonessential lights in businesses and residences for one hour on Saturday, March 23rd, from 8:30 – 9:30 p.m. Relative to the City's strategic plan to save energy, people in Snohomish could join together to celebrate Earth Hour with millions of people around the globe. The Council concurred.

Mayor Guzak brought up the request for a six-month moratorium on conditional use in the residential and multi-family areas.

Councilmember Kaftanski confirmed one conditional use request had come forward in the last two years. If that was the case, that alone didn't suggest that they should move forward with a moratorium and barring additional information, he was not in favor.

Councilmember Randall agreed and didn't see the need at this point. There was a perception that something was pending before the Council but it was still at the Planning Commission. There was a hearing on April 3rd. Once the Planning Commission was done, they may or may not forward something to the Council for review and a decision.

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Mayor Guzak said to establish a moratorium they would need some very compelling evidence. Right now there was a concept for a project that many people in town opposed. Nothing had been formalized. To formalize a moratorium on conditional use for a concept was presumptive and she couldn't support it now. Council agreement was confirmed.

10. COUNCILMEMBER COMMENTS/LIAISON REPORTS

Councilmember Burke attended last week's Public Safety Commission meeting where they discussed recruiting for a citizens' academy certification training starting in September.

Councilmember Hamilton said the Planning Commission met this month and gave staff direction on signs in residential neighborhoods that the Council remanded to them. Their next meeting will be April 3rd which will be a public hearing in this room. He participated in the Chocolate Walk Saturday. It seemed relatively successful and he hoped it could be expanded to allow more people to enjoy it next year. It started at the Visitor Information Center and walkers went to 17 venues downtown to collect all the chocolate and see all the things going on. It was a great way to get people to go to many different places. Again, he saw many people he'd never seen in town before.

11. MANAGER'S COMMENTS

Development was starting to show some greater activity in the community with the first new plat since the beginning of the recession. It was Riverview Highlands on Ludwig Road with 55 units. They broke ground for the first phase this week.

12. MAYOR'S COMMENTS

Next Tuesday, March 26th, there would be a joint meeting with Woodinville City Council in the Woodinville civic center. Councilmembers should try to carpool. There was a recent magazine article about Washington state wines that talked about Woodinville's wineries. The City's alliance with Woodinville will be very popular.

Mayor Guzak went on the Chocolate Walk with Kathy Cox who was with the tasting train, the Bounty of Washington. Ms. Cox bought some wine and chocolate. It was good to get her in tune with what the City had to offer.

Eastside TRailways Alliance will be meeting in Snohomish April 4th from 5-7 p.m.

Sabrina Register from Comcast Neighborhoods will be doing a piece on the City which will come out on the cable network. It would be a 5-7 minute video that will be available for the City website at some future point.

There was a meeting this afternoon with Doug Engel from Eastside Community Rail. Progress was being made in conversations with the county.

Dr. Goldbaum from the Board of Health will make a presentation April 16th on the fine work the Board does throughout the county in preventing disease, managing tuberculosis, and early childhood education.

13. Adjourn to **EXECUTIVE SESSION** at 9:25 p.m. for 25 minutes to discuss Potential Litigation, Real Property, and Personnel with action anticipated on Personnel.

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Reconvene at 9:44 p.m.

MOTION by Hamilton, second by Randall, that the City Council authorize the City Manager to sign Letters of Understanding for Office-Technical contracts regarding hours of work and education incentives. The motion passed unanimously (7-0).

14. **ADJOURN** at 9:45 p.m.

APPROVED this 2nd day of April 2013

CITY OF SNOHOMISH

ATTEST:

Karen Guzak, Mayor

Torchie Corey, City Clerk

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CONSENT ITEM 8c

Date: April 2, 2013

To: City Council

From: Karen Guzak, Mayor

Subject: Reappointment of Rolf Rautenberg to the Planning Commission

This agenda item seeks City Council confirmation of the reappointment to the Planning Commission of Rolf Rautenberg, whose term will expire April 4, 2013. Mr. Rautenberg was appointed in June 2011 to fill the unexpired term of Thom Engel. Mr. Rautenberg currently serves as Planning Commission Chair. He is also a member of the Design Review Board.

Mr. Rautenberg is a consistent, dedicated, and contributing member of the Planning Commission. I am pleased to recommend him for a full 6-year term at Position 1.

Mayoral appointments to citizen advisory boards require confirmation by the City Council.

STRATEGIC PLAN REFERENCE: N/A

RECOMMENDATION: That the City Council CONFIRM the reappointment of Rolf Rautenberg to Planning Commission Position 1.

ATTACHMENT: Expression of interest from Rolf Rautenberg

CONSENT ITEM 8c

From: City Planning Rolf Rautenberg [cityplanning.rolfautenberg@gmail.com]
Sent: Wednesday, January 09, 2013 6:11 PM
To: Owen Dennison
Subject: Re: Planning Commission Re-Appointment

Owen, I'll go along with the wishes of our Mayor, Council and Staff. If you and they believe a reappointment benefits the city and you all wish to renew my term, I would be honored to serve.

Kind regards,

Rolf

CONSENT ITEM 8d

Date: April 2, 2013
To: City Council
From: Larry Bauman, City Manager
Subject: 2013 Kla Ha Ya Days Special Event Permit

Kla Ha Ya Days Festival (Festival) has applied for a Special Event Permit for the 2013 Festival celebration. The event is proposed for Wednesday through Sunday, July 17-21, 2013. This event is unique among all events held annually in the City as it has been sanctioned as an official City festival by the City Council. However, a contract (Attachment A) is recommended for this event in order to stipulate all major aspects of the City's services, payments, and regulatory requirements. This year is the 100th celebration so the committee anticipates a large attendance as usual. The new addition to this year's Festival is a Friday night classic car cruise from Bickford Motors to Harvey Field. The Kla Ha Ya BBQ Championship will return to the Boys and Girls Club parking lot, and the Classic Car Show will be at Snohomish Station. The beer garden will be located in the Avenue A cul de sac near the main stage. The always entertaining event and street fair will return to downtown. The parade will be held at 10:30 am on Saturday, July 20th.

The City will provide the required police security for the events; however the Festival must provide, at a minimum, two professional security guards to monitor the beer garden operations. The beer garden barricade must meet all Washington State Liquor Control Board regulations. The City will also require the Festival to procure and maintain, for the duration of the special event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence in addition to our regular requirement for special events, liability coverage and endorsement of \$1,000,000/\$2,000,000. The City will also be named as an additional insured on Liquor Liability insurance.

STRATEGIC PLAN REFERENCE: Goal #2 E. Support and Encourage Arts and Culture in the City.

RECOMMENDATION: That the City Council **AUTHORIZE** the City Manager to sign a Special Event Permit Contract for the Kla Ha Ya Days Festival July 17-21, 2013.

ATTACHMENT: Draft Special Event Contract and Kla Ha Ya Days Festival Events Schedule



CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

**SPECIAL EVENT PERMIT AND CONTRACT
BETWEEN CITY OF SNOHOMISH, WASHINGTON
AND
KLA HA YA DAYS FESTIVAL
July 17-21, 2013**

The following is an agreement between the City of Snohomish (herein referred to as the “City”), and the **Kla Ha Ya Days Festival** (herein after called Festival) permitting the Kla Ha Ya Days Festival Special Event in the City of Snohomish.

WHEREAS, the City finds that the application for special event and compliance with this contract meets the requirement of City Code, including but not limited to SMC Chapter 5.10 relating to Special Event Permits; and

WHEREAS, the Kla Ha Ya Days Festival has operated for ninety nine years and proposes to do so again in July 2013; and

WHEREAS, the City Council finds that the Kla Ha Ya Days Festival provides distinct benefits to the City including economic development, a recreational resource to the citizens, and promotes tourism to the community; and

WHEREAS, the City Council finds that the considerations the City provides are more than adequately recompensed by the promises of the Kla Ha Ya Days Festival and the public benefit to be derived from this agreement; **NOW, THEREFORE**,

1. Responsibilities of the City.

1.1 City Facilities.

(a) On Saturday through Sunday, July 20-21, 2012, the City shall provide use of the following streets for the noted times:

Saturday, 3 a.m., through Saturday, to 8 p.m.

First Street from Avenue D to Cedar Avenue

Avenue A between First and Second Streets (*marked Bank Access only*)

Avenue A from First Street south to gazebo, 00 block

Avenue B between First and Second Streets

Avenue C between First and Second Streets

Saturday, 3 a.m. through Sunday, to 8 p.m.

Union Avenue from City Hall parking lot south exit to First Street

Glen Avenue from Union Avenue towards Second Street to mid-block east parking lot entrance

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Pearl Street between Glen Avenue and Maple Avenue (**upon City receipt of Letter of Agreement from church**)

Cedar Avenue between Pearl and First Streets

Saturday, 8 a.m. to Noon.

First Street from Cedar Avenue to Lincoln Avenue

First Street from Avenue D to Lincoln Avenue

Parade staging from City Maintenance yard, 1801 First Street, to Avenue E

Parade route from City Maintenance yard along First Street to Lincoln Avenue

(b) The use of all streets listed above will be used by the Festival from *curb to curb* to be used for vendor booths, food court, fun runs, parade, competitions, street fair, staged music, within the road closure area. The use of the sidewalk shall continue to be used by the City as follows: pedestrian and business access and egress to all storefronts and residences.

1.2 Facilities/Inspection. All use and configuration of structures, booths, and other permanent or temporary facilities used in the event shall be limited to the right-of-way as permitted and inspected and reviewed by the Building/Fire Official/Public Works Director or designee. Prior to the event, the parties agree to determine that the facilities in use comply with the provisions of State and local law, as well as to insure that no lasting or permanent damage shall be done to any public facility or property.

All private and public property utilized for the event shall be set up and ready for inspection by the Building/Fire Official **no later than 9 a.m.** The inspectors shall note all potential problems and shall require the Festival to correct them. Prior to the opening of the event the Festival shall correct all problems or shall remove facilities if they fail to meet requirements. Vendors requiring inspection but not set up when the inspector comes through will not be allowed to open. *The special event inspection fee is \$50/hr for Building/Fire Official, as set by resolution.*

The City in accordance with lawful authority under statute or ordinance may use its discretion to cancel such event or to prohibit the attendance of the general public in certain areas where there appears to be a threat to life, health, or property.

1.3 Additional/Other responsibilities of the City.

(a) Portable Stage inspection at First Street and Avenue A (**stage shall not block intersection**)

(b) Police supervision

(c) Water hookups + hydrant hose bibs

(d) Street banners and signs inspections – permits – fees

(e) Electrical power sources – Inspections of extension cords of temporary power sources or portable fuel tanks

(f) Grease traps – filters for storm drains

2. Festival promises in consideration to the use of facilities and services above described.

2.1 The Festival shall provide a Certificate of Insurance with endorsement to the City Clerk no later than Friday, June 28, 2013, evidencing commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single

CONSENT ITEM 8d

limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury, and property damage. The City must also receive a certificate of insurance with endorsement for the Liquor Liability insurance in the amount of \$1,000,000 per each occurrence in addition to the General Liability requirement for special events liability coverage and endorsement referenced above. The City shall be named as an additional insured on both the Commercial General Liability and the Liquor Liability insurance policy, and a copy of the endorsement naming City as additional insured shall be attached to the Certificates of Insurance. The insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The insurance shall be primary insurance as respects the City. In the event that the Festival receives notice (written, electronic, or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Festival shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

2.2 The Festival shall defend, indemnify, and hold the City, its officers, agents, employees, elected officials, and volunteers harmless from any claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

2.3 Neither the Festival, nor any officer, agent, or employees, shall discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state, or local law.

2.4 Hours.

(a) Set up hours begin at 3 a.m., Saturday, July 20, 2013.

(b) General hours of operation are 8:30 a.m. to 8 p.m., Saturday, July 20, 2013; 10 a.m. to 5 p.m., Sunday, July 21, 2013.

(c) Tear-down of booths shall be completed and streets shall be re-opened at 8 p.m., Sunday, July 21, 2013.

2.5 Security.

(a) The Festival shall provide one security guard during the hours that the event is not in operation to reasonably secure the area and facilities provided. In addition, the Festival shall provide professional security guards specifically assigned to monitor the beer garden. The beer garden barricade must meet all the Washington State Liquor Control Board regulations.

(b) City shall have no responsibility or liability for the provision of security services nor shall it be liable for any loss or damage incurred by the Festival or participants in this event.

2.6 Fire. The Festival shall provide fire watch for all times in and around the booths and displays open to the general public as part of this event. The Festival shall self enforce fire watch. Copies of the *Fire and Life Safety Requirements* have been provided to the Festival. initial

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2.7 Portable Toilets. The Festival shall provide sufficient portable toilets. Portable toilets will be discretely placed at First Street and Avenue C, City Hall parking lot, Carnegie Building parking lot (105 Cedar Avenue), Avenue A cul-de-sac, and three sites along parade staging area on west First Street, and remain at those locations for the length of the event. Handwashing sinks will be placed at the Avenue A cul-de-sac. Portable toilets and sinks will be scheduled for pick-up within 24 hours after event.

2.8 Utility Services.

(a) Garbage Service. Garbage service shall be contracted and paid for by the Festival. Containers shall consist of: a 20-yard garbage dumpster placed at the south end of Avenue A; a 20-yard dumpster in the McDaniel's parking lot on Avenue C between First and Second Streets; a 15-yard cardboard recycle bin in the City Hall parking lot; and 55-gallon containers clearly labeled for either garbage or recycling along First Street.

All temporary containers must be removed from the Special Event area and City Hall parking lot within 48 hours after the last day of the event. Those dumpsters on private property shall be picked up in a timely manner to avoid odor and vermin complaints. The Festival shall ensure all solid waste containers are placed on property approved for such containers by the City and the property owner. The Festival shall provide immediate clean up of any spilled containers upon notice from the City, the Festival's event staff, abutting property, or local business owners.

(b) Water. The Festival may request use of water hookups for use of (food) vendors or handwashing sinks on hose bibs on hydrants located at First Street and Avenue C, and the Avenue A cul-de-sac on the attached site map. The Festival will assure that all washing occurs at washstands. Hydrant Use Fee is set at \$50 for the first day, and \$20 for each additional calendar day of event.

(c) Power/Electricity. The Festival may request use of power/electricity by connection to power utility poles. Prior to connection, the Festival must provide the City with proof of permission from PUD. The Festival will pay power pole electrical connection fee of \$20 for small events with less than ten service connections, plus daily charge of \$5 for power usage; or permit fee of \$30 for larger events with ten or more service connections, plus daily charge of \$25 for power usage, as set forth by resolution.

(d) Sanitary Sewer. The Festival may request use of sanitary sewer located at First Street and Avenue C, and the Avenue A cul-de-sac for disposal of wastewater generated by vendors. A portable grease trap shall be located at the southern end of Avenue A for use by food vendors in accordance with City's wastewater disposal policy. Grease traps or rendering barrels shall be provided by the Festival. Storm drains are to be covered with filter fabric to capture grease and debris. The Festival will provide filters for all storm drains and will assure that all washing occurs at washstands. Hydrant Use Fee is set at \$50 for the first day, and \$20 for each additional calendar day of event.

2.9 Clean Up. Upon the completion of the event, the Festival shall make adequate provisions for the clean up and restoration of all sites rented or provided under the terms of this agreement.

(a) Promotional Sign/Material Removal

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2.10 Permit Fees. The Festival shall pay to the City all permit fees for the above and shall reimburse the City for actual costs of supplies or services furnished by the City within thirty (30) days of mailing of a final bill by the City.

2.11 Signage – Permits and Approval. The Festival shall be responsible for placement of all signage for the event and any sign permit fees. Said signage shall comply with the City’s sign regulations and must be approved by the City.

2.12 Police Services. The City will provide the required man-hours of Police Services for the Special Event. As a condition of event approval, the Festival will provide the Police Department with a list of Festival point of contact names including phone numbers so the Police can contact a sponsor representative during the event as needed.

2.13 City to Pass Through Certain Other Costs and Expenses.

(a) The Festival shall pay all costs and expenses related to utilities, electric power, services provided by the Fire District, and necessary inspections estimated to be \$200 (4 hours for the Building Official).

(b) The Festival shall pay certain other costs and expenses to include, but not be limited to, supplies, subsistence, and facility use fees in direct support of Police Services, not to exceed \$750.00.

2.14 Traffic Control.

(a) The Festival shall contact the Public Works Maintenance and Operations Manager no later than Wednesday, July 3rd, to develop a traffic control plan to be implemented for this event. The Plan shall include 72-hour posting of street closures, the use of barricades and traffic control signs, and barricade and traffic control sign attendants. The Festival will rent available City barricades at a total cost of \$542 to be paid by the Festival. The City will provide Public Works employees needed for barricade pickup and drop-off for the event, and any traffic revision signage. Barricades are to be placed on time (3 a.m.) with towing to start at 6 a.m. **All barricades are to be manned by Festival personnel and remain so until streets are opened up again to regular traffic.** Festival to coordinate with Public Works Operations Manager no later than four weeks prior to the event.

Barricades will be manned at all times of operation, including 8 a.m. to 8 p.m. Saturday and 10 a.m. to 5 p.m. on Sunday. Any barricades moved for the parade shall be put back in place immediately after the last parade unit passes through. A list of volunteers manning each barricade is to be provided, including contact cell phone numbers.

The Festival is authorized to control the event parking for traffic control, event staging and configuration per the plan set forth above. Where appropriate, the Festival is authorized and responsible to arrange for the towing of vehicles violating the posted Event parking restrictions. The Festival may use the tow company of their own choosing for Event towing purposes. Towing company must have a current business license with the City. The Market shall be responsible for all towing appeals made by the Event Sponsor. In addition to other Indemnifications in 2.2 of this agreement/permit, Festival hereby agrees to indemnify, defend, and hold the City harmless for all costs and damages related to Festival tows.

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(b) Traffic control flagging and any traffic revision signage for the parade will be provided by the City at the intersections of Avenue D and First Street, and Lincoln Avenue and First Street. Public Works employees will be used for the parade at a cost up to \$600 for flaggers (4 flaggers x 5 hours x \$30/hr). At parade end, participants will be allowed through the intersection of First Street and Lincoln Avenue to the parade disbursement area along Lincoln Avenue at flagger direction. Parade entries are not allowed to go through the parade route more than once. Parade participants are not allowed to throw candy from moving vehicles to the parade spectators.

(c) Festival to coordinate with other law enforcement agencies such as County Sheriff for affected county roads including Airport Way at Lowell Larimer Road to avoid traffic back-up on the bridge; and the state Department of Transportation to provide signage on SR 9 advising of traffic congestion.

(d) A twenty-foot (20) emergency access is to be maintained at all intersections. No fire hydrants are to be blocked.

(e) Festival will be responsible for any towing required. List of towing companies used for impound process to be filed with Police Department prior to the event.

2.15 Licensing/Permits.

(a) The Festival will ensure that all food booths and vendors have the necessary City, county, and state permits required for handling food or sales, including but not limited to Health District food handling permits, business license, and state UBI number. Health District shall perform operating inspection at the food vendor court. The Festival will coordinate with Department of Labor and Industries for any electrical inspections and permits.

(b) All vendors will be required to have special event business licenses. Applications and license fees to be turned in to the City from the Festival no later than Monday, July 15th. Applications will not be accepted at City Hall from individual vendors. Festival to pick up special event business licenses no later than Friday, July 19. Business licenses to be posted by 9 a.m. Saturday, July 20 at time of inspection by Building Official. The Festival will also make vendors aware of the City's sales tax code 3115 for proper credit to the City for any sales tax paid to the state. Vendors without necessary permits will not be allowed to operate.

2.16 Schedule of Events. The Festival will attach a final schedule of all planned events for proper coordination of City support resources to this contract. Any events occurring that are not listed on the schedule may be closed down or removed by the City, and may be cause for denial of any future special events requests by the applicants.

2.17 Organization. Festival President shall remain accessible at all times. A complete organizational chart including supervisors by function with responsibilities listed and contact information including cell phone numbers shall be provided no later than July 16, 2013.

3. Sole Agreement; Amendments to Agreement. This written agreement shall be and is the sole understanding of the parties. No prior oral or written representation shall alter the terms

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of this contract unless specifically incorporated by reference and attached hereto. All amendments to this contract shall be in writing signed by both parties and made prior to the date that they purport to be effective.

Dated this ____ day of _____ 2013.

CITY OF SNOHOMISH:

Kla Ha Ya Days Festival:

Larry Bauman, City Manager

By: Tammie Isackson

Its: President

Date: _____

Attest/Authenticated:

Torchie Corey, City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

Festival Schedule

Wednesday, July 17th

5:00PM - Close Carnival at Harvey Field - Davis Amusement Opening night. Discount tickets available at Top Foods, McDaniels Do It Center, Peoples Bank until 7/16/2013

Thursday, July 18th

3:00 PM-Close Carnival at Harvey Field - Davis Amusement. Discount tickets available at Top Foods and Peoples Bank until 7/16/2013

4:00 PM-Sunset Farmers Market on Union
6:00 PM – 10:00 PM Wine Maker Dinner – Craven Farm

Friday, July 19th

11:00AM-Close Carnival at Harvey Field - Davis Amusement Northwest
3:00 PM-5:00PM ["Frogtastic Kids Fair"](#) - Snohomish Station Village
5-7pm Classic Car Cruise – Bickford Motors to Harvey Field

Saturday, July 20th

8:00AM-10:00AM 5 Mile & 1 Mile River Run First & Ave B
10:00AM Kids Dash All Ages. First & Ave B
10:00AM-6:00PM **Street Fair - Nearly 100 Crafts and Vendor Booths.**
10:00AM-6:00PM **Food Court** on Cedar Avenue.
10:00AM-10:00PM Antique Airplanes/Helicopter rides - Harvey Field Hangar 5
10:30AM-12:30PM **Kla-Ha-Ya Days Parade** on First Street: Snohomish's grand tradition.
11:00AM-Close Carnival at Harvey Field.
12 Noon-8:00PM Main Stage Beer Garden - Carnegie Parking Lot, 105 Cedar.
12 Noon-8:00PM [Salmon Barbecue](#) at Hill Park on Lake Blackman. Presented by Snohomish **Tillicum** Kiwanis
1:00PM-2:00PM Baby Crawl on First between Ave A and Ave B presented by Columbia Bank.
1:00PM-5:00PM Fly a Flight Simulator - Harvey Field Hangar 15
1:00PM-6:00PM
1:00PM-8:00PM Skydiving Demonstrations - Harvey Field
1:00PM-4:00PM Firefighters Waterball presented by Snohomish Silver Dollar Club at First between Ave C and Ave D.
1:00PM-6:00PM KlaHaYa Family Stage Entertainment at Avenue A. Snohomish Has Talent and Open Mic.
1:30PM-2:00PM Ice Cream Eating Contest @ First between Ave A and Ave B. Register early! Presented by [Fred's Rivertown Alehouse](#)
2:00PM-4:00PM **Frog Jumping** Contest @ First & Ave B. Presented by KlaHaYa Village
2:00PM-4:00PM Kid's Sawdust Treasure Hunt Up to 8 years of age at First and Ave C. Sponsored by Fred Meyer.
2:30PM-3:30PM Cherry pit Spitting Contest @ First between Ave A and Ave B presented by Stocker Farms
3:30PM-4:15PM Pie Eating Contest @ First between Ave A and Ave B. Register early! Presented by [Fred's Rivertown Alehouse](#)
3:00PM-4:00PM Bed Races @ First between Ave B and Ave C. Each team must complete a paid pre-registration prior to the event. Sponsored by [Peoples Bank](#).

Sunday, July 21st

10:00AM-4:00PM **Custom & Classic Cars Show.** See over 250 of the finest cars in the Northwest. Free to spectators. Registration begins at 7:00 AM, Awards at 2:30pm – Snohomish Station
10:00AM – 4:00PM Kla Ha Ya Championship BBQ Cook Off- Snohomish Boys & Girls Club Parking Lot
Noon-5:00PM **Street Fair - Nearly 100 Crafts and Vendor Booths.**
11:00AM-8:00PM Carnival at Harvey Field - Davis Amusement
12 Noon-8:00PM [Salmon Barbecue](#) at Hill Park on Lake Blackman. Presented by Snohomish **Tillicum** Kiwanis
1:00PM-8:00PM Skydiving Demonstrations - Harvey Field

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