

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR EVACUATION TRAIL IMPROVEMENTS

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR EVACUATION TRAIL IMPROVEMENTS (this “Agreement”), is made and entered into this 29th day of September, 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Sultan, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Growth Management Act Comprehensive Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 21-090, adopted November 9, 2021, which adopted the 2022-2027 Capital Improvement Program as part of Snohomish County’s Growth Management Act Comprehensive Plan, and which included Amendment 1, which identified specific projects to be funded as City Council Partnership Projects; and

D. Amendment 1 included the City of Sultan’s Evacuation Trail Improvements project which will complete installation of lighting along the trail. (“the Project”). Snohomish County has agreed to provide Fifty Thousand Dollars (\$50,000) of Real Estate Excise Tax 2 funds (the “Funds”) in support of this project; and

E. The City of Sultan has provided the following: confirmation from the City indicating ownership of easement interest in the property (Attachment A, incorporated herein by this reference); Proof of Insurance (Attachment B, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR EVACUATION TRAIL IMPROVEMENTS

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the funds to the City’s Project located on parcel number 00889700099400 (the “Property”). Planned improvements are installation of trail lighting.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

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

County’s Initial Administrator:

Director
Snohomish County Division of
Parks & Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6601 phone
sharon.swan@swnoco.org

City’s Initial Administrator:

Nate Morgan, Public Works Director
City of Sultan
319 Main Street
Sultan, Washington 98294
360-793-2231 phone
nate.morgan@ci.sultan.wa.us

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City’s Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the “City’s Financial Commitment”).

4.3 Project Deadline. On or before December 31, 2023, the City shall complete the

Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.4.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2023, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Fifty Thousand Dollars (\$50,000).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30)

days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET 2 statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by

reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days’ Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2023, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney’s fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the

Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Sultan

By Lacey Harper Digitally signed by Lacey Harper
Date: 2022.09.29 09:20:02 -07'00'
Name: Dave Somers
Title: County Executive

DocuSigned by:
[Signature] 9/12/2022
By [Signature]
Name: Russell Wiita
Title: Mayor

Approved as to Form:

/s/ Sean Reay 8/9/22
Deputy Prosecuting Attorney

Attest/Authenticate

DocuSigned by:
[Signature] 9/13/2022
By [Signature]
Name: Tammi Pevey
Title: City Clerk

COUNCIL USE ONLY
Approved 9/28/2022
ECAF # 2022-0939
MOT/ORD Motion 22-393

Approved as to Form:

DocuSigned by:
[Signature] 9/12/2022
Office of the City Attorney
Hillary Evans

Attachment A

Ownership Interest

COPY
ORIGINAL ON FILE IN THE
COUNTY AUDITOR'S OFFICE

After Recording Please Mail to:

Philip N. Bastian
1604 Hewitt Avenue, No. 601
Everett, WA 98201

CONFORMED COPY

200112100500
12/10/2001 01:41 PM Snohomish
P.0006 RECORDED County

EMERGENCY EVACUATION EASEMENT AND AGREEMENT

THIS EASEMENT and AGREEMENT is made this 5 day of December, 2001, between EAGLE RIDGE OF SULTAN HOMEOWNERS' ASSOCIATION, a Washington Nonprofit Corporation, and CMI INCORPORATED, a Washington Corporation ("Grantor" herein) and the CITY OF SULTAN, WASHINGTON, a Municipal Corporation ("Grantee" herein).

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants to Grantee, subject to the limitations set forth herein, an easement for the emergency evacuation of the public, together with rights of ingress, egress and regress, as delimited herein, over, under, along and across the following described property:

See Exhibit A1-3 Emergency Pedestrian Easement, attached hereto and by incorporation made part hereof.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which Grantee hereby promises to faithfully and fully observe and perform.

1. **Definition of Easement Area.** The term "Easement Area" is defined to mean that real property described in Exhibit A1-3.

2. **Definition of "public emergency."** For the purposes of this Emergency Evacuation Easement and Agreement, a "public emergency" shall be deemed to include any situation of manifest hazard, as perceived by members of the public, including but not limited to times of storm, flood, fire, criminal event, riot, or otherwise, any time of emergency as declared by any federal, state, county or City agent, and any regular civil defense drills and training scheduled by any federal, state, county, public utility or the City.

3. **Public Emergency.** The Easement Area shall be used by the public only in times of a public emergency.

4. **Signage and Bollards.** At both ends of the Easement Area, Grantee shall install and maintain (1) a sign, readily visible to the public, which shall state, "Emergency Evacuation Easement – Motorized Vehicles Prohibited" and (2) a fence and removable bollards which shall deter access to the Easement Area by motorized vehicles. Grantee and Grantee's authorized agents shall have the right at all reasonable times to remove or open the bollards and operate their motorized vehicles in the Easement Area.

5. **Costs of Construction and Maintenance.** Grantee shall bear and promptly pay all costs and expenses of construction, reconstruction, repair and maintenance of the Easement Area, including cutting and removal of brush, trees and other obstructions which interfere with the use of the said easement. Grantee shall have the right, at Grantee's sole discretion, to place gravel in or pave the surface of the Easement Area.

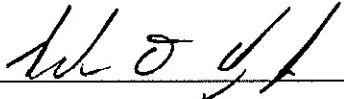
6. **Release and Indemnity.** Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein.

7. **Title.** The rights granted herein are subject to limitations, restrictions and easements, if any, heretofore imposed upon the property subject to this Agreement. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

8. **Successors.** The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

EXECUTED as of the date hereinabove set forth.

**EAGLE RIDGE OF SULTAN
HOMEOWNERS' ASSOCIATION**

By 
Its _____

CMI INCORPORATED

By 
Craig Morrison, President

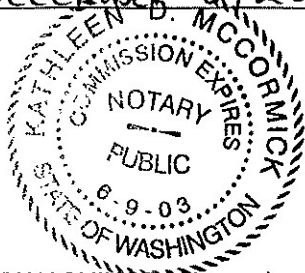
CITY OF SULTAN, WASHINGTON

By 
Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert D. Cofer, Jr. signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Eagle Ridge of Sultan Homeowners' Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2001

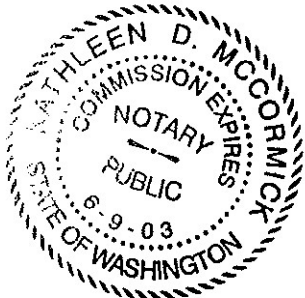


Kathleen McCormick
Notary Public for the State of Washington.
My appointment expires: 6-9-03

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Craig Morrison signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CMI Incorporated to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2001



Kathleen McCormick
Notary Public for the State of Washington.
My appointment expires: 6-9-03

EXHIBIT A1
EMERGENCY PEDESTRIAN EASEMENT
Tract 996 - Eagle Ridge, Phase III
Tract 999 - Sutlan Ridge Short Plat

That portion of the northeast quarter of Section 32, Township 28 North, Range 8 East of the Willamette Meridian, Snohomish County, Washington, described as follows:

Tract 996 of Eagle Ridge, Phase III as per plat filed under Recording Number 9909025007, records of Snohomish County, Washington and Tract 999 of City of Sultan Short Plat filed under Recording Number 200005115003, records of Snohomish County, Washington.

Lying in a 80.00 foot wide strip of land being 40.00 feet on both sides of the following described centerline:

COMMENCING at the East one-quarter corner of said Section 32;
THENCE South $87^{\circ}59'41''$ West, along the East-West center section line, 1648.73 feet;
Thence North $00^{\circ}31'08''$ West, a distance of 5.00 feet;
Thence South $87^{\circ}59'41''$ West, a distance of 244.30 feet to the east line of said Tract 999 and the **True Point of Beginning** of easement centerline;
Thence South $87^{\circ}59'41''$ West, a distance of 5.52 feet;
Thence North $73^{\circ}41'17''$ West, 244.86 feet;
Thence North $11^{\circ}52'20''$ East, 205.14 feet to the beginning of a curve tangent to said line;
Thence northerly a distance of 79.00 feet along the curve concave to the west, having a radius of 120.36 feet and a central angle of $37^{\circ}36'13''$;
thence North $25^{\circ}43'54''$ West tangent to said curve, a distance of 79.84 feet to the beginning of a curve tangent to said line;
thence northwesterly and westerly a distance of 85.85 feet along the curve concave to the southwest, having a radius of 75.00 feet and a central angle of $65^{\circ}35'08''$;
thence South $88^{\circ}40'58''$ West tangent to said curve, a distance of 44.79 feet to the beginning of a curve tangent to said line;
thence westerly and southwesterly a distance of 60.35 feet along the curve concave to the south, having a radius of 120.00 feet and a central angle of $28^{\circ}48'59''$;
thence South $59^{\circ}52'00''$ West tangent to said curve, a distance of 56.89 feet to the beginning of a curve tangent to said line;
Thence southwesterly and southerly a distance of 150.48 feet along the curve concave

to the southeast, having a radius of 165.97 feet and a central angle of $51^{\circ}56'53''$ to a point of reverse curvature;
thence southerly and southwesterly a distance of 101.47 feet along the curve concave to the west, having a radius of 213.44 feet and a central angle of $27^{\circ}14'21''$;
Thence South $35^{\circ}09'27''$ West tangent to said curve, a distance of 33.45 feet;
Thence South $33^{\circ}27'38''$ West, a distance of 184.91 feet to a point on the west line of the above described Tract 996 and the terminus of easement centerline.

It is the intent of this description that sidelines shall extend or truncate as necessary to intersect at boundary lines and intersections.

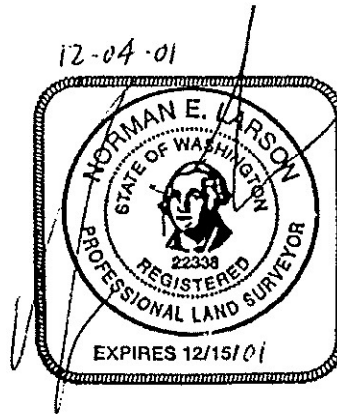
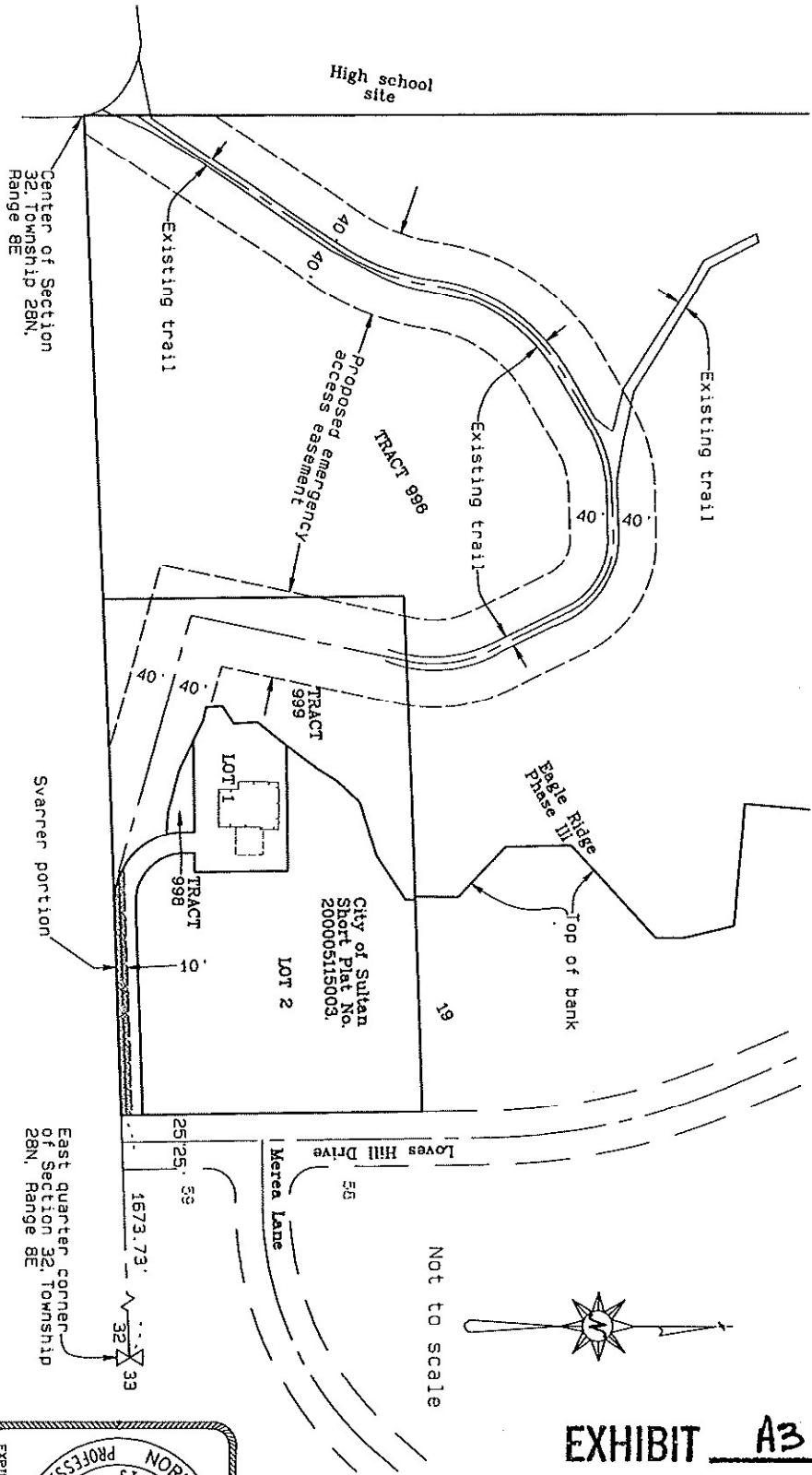


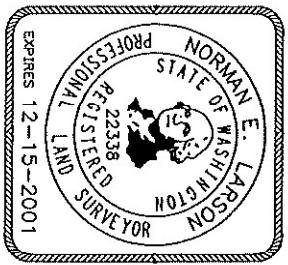
EXHIBIT A2



NOT TO SCALE



EXHIBIT A3



Attachment B
Proof of Insurance



CITIES INSURANCE ASSOCIATION OF WASHINGTON COVERAGE CONFIRMATION

The terms, conditions, and exclusions shown here are brief overviews included in, but not limited to, the coverages provided by the Cities Insurance Association of Washington. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. Information represented in this Coverage Confirmation is subject to the exclusions, terms, limitations, and conditions of the Memorandum of Coverage. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. In the event of differences, the Memorandum of Coverage will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. All surplus lines filings on any excess and surplus lines policies, if applicable, will be filed on behalf of CIAW by Apex Insurance Agency, Inc. or Peachtree Risk Broker, LLC. The Memorandum of Coverage is subject to audit. Defense costs are outside the limits, unless excess limits are purchased. Defense costs are inside the limits for members with excess liability limits scheduled on file with the company. For claims made coverages, a copy of the Extended Reporting Period MOC language is available upon request.

It is the responsibility of the broker or Covered Member to review this document to confirm its accuracy.

Notice of Cancellation for Non-Payment

We may cancel coverage within 60 days in the event of non-payment of premium. Notice of cancellation will be mailed to the Covered Member's last known address and will indicate the date on which coverage is terminated. If applicable, a copy will be mailed to the broker of record on file.

Covered Member:

City of Sultan
PO Box 1199
Sultan, WA 98294

Broker:

A&R Insurance and Financial Services LLC

Coverage Period: 12/01/2021 to 12/01/2022

Coverage Confirmation Expiration Date: 03/01/2022, at 12:01 a.m.

Member Since: 01/22/1989

Authorized Signature:

Administered by Clear Risk Solutions

COVERAGE CONFIRMATION

PROPERTY COVERAGE PART

Item 1. CIAW Program Retention:

Real and Personal Property Each Occurrence \$500,000

Item 2. Limit of Coverage:

Real and Personal Property Each Occurrence and Group Aggregate \$100,000,000
(excluding Earthquake and Flood)

Item 3. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

- 1a. EXCLUDED Sublimit for Earthquake per Occurrence and in the annual aggregate.
- 1b. \$15,000,000 Annual Group Aggregate for Earthquake.
- 2a. EXCLUDED Sublimit for Flood per Occurrence and in the Annual Aggregate except that covered Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood sublimits:
 - \$ 1,000,000 per occurrence and Annual Aggregate, and
 - \$15,000,000 Annual Group Aggregate.
- 2b. \$15,000,000 Annual Group Aggregate for Flood.
- 3. \$1,000,000 Sublimit for combined Transit and off Premises Extension per occurrence.
- 4. \$2,500,000 Sublimit for combined Business Interruption and Extra Expense per occurrence.
- 5. \$1,000,000 Sublimit for Accounts Receivable per occurrence.
- 6. \$2,500,000 Sublimit for Rental Income per occurrence.
- 7. \$1,000,000 Sublimit for Valuable Papers per occurrence.
- 8. \$1,000,000 Sublimit for Additionally Acquired Property per occurrence.
- 9. \$250,000 Sublimit for Newly Built or Constructed Property per occurrence.
- 10. \$2,500,000 Sublimit for Electronic Data Processing per occurrence.
- 11. \$25,000 Sublimit for Random Attack of Computer Hack or Virus per occurrence
- 12. \$25,000 Sublimit for Re-keying Expense per occurrence and annual aggregate.
- 13. \$1,000,000 Sublimit for Fine Arts per occurrence.
- 14. Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per occurrence.
- 15. Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the Company per Occurrence.
- 16. Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the Company per Occurrence.
- 17. Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the Company, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per Occurrence
- 18. \$50,000 Sublimit aggregate Temporary Safeguard of Property Extension per Occurrence.
- 19a. \$100,000 Sublimit for Mold or Other Fungi as a result of covered losses.
- 19b. \$300,000 Annual Group Aggregate for Mold or Other Fungi as a result of covered losses.
- 20. \$100,000 Sublimit for Walkways, Roadways, Courts, and other similar paved or artificial surfaces per Occurrence.

Item 4. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Real and Personal Property
(except Earthquake, Flood, and Auto Physical Damage for Scheduled Automobiles)

Property:	Per Schedule on file with Company
Miscellaneous Equipment:	\$250

Automobile Physical Damage for Scheduled Automobiles	Per Schedule on file with Company
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Rental Vehicles Physical Damage	Each Occurrence: <ul style="list-style-type: none">• \$250 Fire Districts/Special Districts• \$1,000 Cities
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Earthquake: Excluded

Flood: Excluded

Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

COVERAGE CONFIRMATION LIABILITY COVERAGES DECLARATIONS

Item 1. CIAW Program Retention:

General Liability	Each Occurrence	\$500,000
Wrongful Act Liability	Per Claim	\$500,000
Automobile Liability	Each Accident	\$500,000

Item 2. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below. Aggregate limits are subject to shared excess limits, which may be reduced by prior claims.

a.	General Liability Coverage Part	Each Occurrence	\$250
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$1,000
c.	Miscellaneous Professional Liability	Each Wrongful Act	\$1,000
d.	Automobile Liability Coverage Part	Each Accident	See schedule
e.	Uninsured/Underinsured Motorist Coverage		
	Property Damage	Each Accident	EXCLUDED
	Bodily Injury	Each Accident	EXCLUDED
f.	Employee Benefits Liability Coverage Part	Each Employee Benefits Incident	\$250
g.	Stop Gap Employer's Liability	Each Accident	\$250
h.	Sexual Abuse Liability	Each Sexual Abuse	\$250
i.	Law Enforcement Liability	Each Occurrence	\$250
		Each Accident	See schedule

Item 3. Limit of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed for Liability Coverages.

a.	General Liability Limit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000

Sublimits:

Products and Completed Liability Sublimit	Each Occurrence	\$10,000,000
	Annual Aggregate	\$20,000,000

Leased/Rented Premises Liability Sublimit	Each Occurrence and Annual Aggregate	\$1,000,000
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Garage Liability Sublimit	Each Occurrence and Annual Aggregate	\$10,000,000
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Sewer Back-up Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
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Failure to Supply Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
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Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

	Unmanned Aircraft Liability Sublimit	Each Occurrence and Annual Aggregate	\$10,000,000
	Unmanned Aircraft – under 30 lbs. total weight and FAA Compliant		
	Stop Gap Employer's Liability Sublimit	Each Accident Annual Aggregate	\$10,000,000 \$20,000,000
	Employee Benefit Liability Sublimit	Each Employee Benefits Incident Annual Aggregate	\$10,000,000 \$20,000,000
	Sexual Abuse Liability Sublimit	Each Sexual Abuse Annual Aggregate Group Aggregate	\$10,000,000 \$10,000,000 \$30,000,000
	Law Enforcement Liability Sublimit	Each Occurrence/ Each Accident Annual Aggregate	\$10,000,000 \$20,000,000
	Traumatic Event Response Coverage Crisis Expense Sublimit Crisis Property Improvements Sublimit	Each Traumatic Event Each Traumatic Event Group Aggregate	\$100,000 Included \$300,000
b.	Wrongful Act Liability Limit	Each Wrongful Act Annual Aggregate Group Aggregate	\$10,000,000 \$10,000,000 \$50,000,000
	<u>Sublimits:</u>		
	Miscellaneous Professional Liability Sublimit	Each Wrongful Act	\$10,000,000
c.	Automobile Liability Limit	Each Accident	\$10,000,000
	<u>Sublimits:</u>		
	Limited Garagekeepers Sublimit	Each Accident	\$1,000,000
	Uninsured/Underinsured Motorist Sublimit	Each Accident	EXCLUDED
d.	Defense Costs (all liabilities)	Each Occurrence/ Each Wrongful Act	\$2,000,000
Item 4. Retroactive Date:			
	Wrongful Act Liability – Primary	\$10,000,000	09/01/1991
	Miscellaneous Professional Liability – Primary	\$10,000,000	09/01/1991
	Employee Benefit Liability – Primary	\$10,000,000	09/01/1991

Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

COVERAGE CONFIRMATION

CRIME COVERAGE PART

Item 1. CIAW Program Retention:

Crime Coverage Part	Each Occurrence	\$25,000
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Item 2. Deductible:

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Employee Theft	Each Occurrence	\$1,000
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities Inside / Outside	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer	Each Occurrence	EXCLUDED

Item 3. Limit of Coverage:

Crime Coverage Part	Each Occurrence and Annual Aggregate	\$1,000,000
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The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Coverage Agreements	Sublimits of Coverage
Employee Theft - Per Loss Coverage	\$1,000,000
Employee Theft - Per Employee Coverage	EXCLUDED
Forgery or Alteration	\$1,000,000
Inside the Premises - Money and Securities	\$250,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$250,000
Outside the Premises - Money and Securities	\$250,000
Computer Fraud	\$250,000
Funds Transfer Fraud	EXCLUDED
Money Orders Counterfeit Paper Currency	EXCLUDED
Faithful Performance	Included in Employee Theft sublimit

Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

COVERAGE CONFIRMATION

EQUIPMENT BREAKDOWN COVERAGE PART

Item 1. CIAW Program Retention:

Equipment Breakdown Coverage Part	"One Accident"	\$0 Combined, All Coverages
All Motors and Pumps		\$25,000

Item 2. Deductible:

The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.

Equipment Breakdown Coverage Part:

Equipment Breakdown:	One Accident	\$2,500 Combined, All Coverages
All Motors and Pumps (All Member Deductible):		\$10,000

Item 3. Limit of Coverage:

Equipment Breakdown Coverage Part	One Accident	\$100,000,000
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Item 4. Sublimits of Coverage:

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Property Damage:	Included
Business Income:	Included
Extra Expense:	Included
Service Interruption:	Included
Perishable Goods:	\$500,000
Data Restoration:	\$100,000
Computer Equipment:	Included
Off Premises Property Damage:	EXCLUDED
Contingent Business Income:	Included
Demolition:	25% of building or tenant's improvements or betterments value
Ordinance or Law:	25% of building or tenant's improvements or betterments value
Expediting Expenses:	Included
CFC Refrigerants:	Included
Hazardous Substances:	\$5,000,000
Extended Period of Restoration:	30 days
Newly Acquired Locations:	Included; 365 days
Service Interruption Waiting Period:	24 hours

Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

COVERAGE CONFIRMATION CYBER INSURANCE

- Item 1. **CIAW Program Retention:**
 Cyber Insurance \$50,000 Per Claim / Occurrence
- Item 2. **Deductible:**
 The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.
- | | |
|---------------------------|--------------------------------------|
| All Coverages | \$10,000 per Claim |
| Except: | |
| Loss of Business Income | \$10,000 and 10 Hours waiting period |
| Reputational Harm Expense | 12 Hours waiting period |
- Item 3. **Limit of Coverage:**
- | | |
|---------------------------------|--------------|
| Member Annual Policy Aggregate | \$5,000,000 |
| Group Combined Policy Aggregate | \$10,000,000 |
- Item 4. **Sublimits of Coverage:**
 Sublimits of Coverage shown below do not increase the overall Limits listed above.
- | | | |
|---|--|----------------------------|
| a. Liability Costs | Per Claim and Aggregate | \$5,000,000 |
| b. PCI Costs | Per Claim and Aggregate | \$5,000,000 |
| c. Regulatory Costs | Per Claim and Aggregate | \$5,000,000 |
| d. Media Liability Endorsement | Per Claim and Aggregate | \$5,000,000 |
| e. Business Interruption Loss
<i>(Including Extra Expense & Voluntary Shutdown)</i> | Each Occurrence
and Aggregate | \$5,000,000 |
| f. System Failure Business Interruption Loss
<i>(Including Extra Expense & Voluntary Shutdown)</i> | Each Occurrence
and Aggregate | \$5,000,000 |
| g. Contingent Business Interruption Loss
<i>(Including Extra Expense)</i> | Each Occurrence
and Aggregate | \$5,000,000 |
| h. System Failure Contingent Business Interruption Loss
<i>(Including Extra Expense)</i> | Each Occurrence
and Aggregate | \$5,000,000 |
| i. Data Restoration | Each Occurrence
and Aggregate | \$5,000,000 |
| j. Extortion Costs (with MFA) | Each Occurrence
and Aggregate | \$5,000,000 |
| Extortion Costs (no MFA) | Each Occurrence and Aggregate | \$500,000 |
| k. Breach Fund | Each Occurrence
and Aggregate | \$5,000,000 |
| l. Cyber Crime Loss
<i>(Includes Social Engineering Financial Fraud)</i> | Each Occurrence
and Group Aggregate | \$250,000 |
| m. Bricking Costs | Each Occurrence
Group Aggregate | \$1,000,000
\$5,000,000 |
| n. Reputational Harm Expense | Each Occurrence
Group Aggregate | \$1,000,000
\$5,000,000 |
| o. Business Impersonation Costs | Per Claim and Aggregate | \$5,000,000 |
| p. Criminal Rewards Costs | Per Claim and
Group Aggregate | \$100,000 |
| q. Utility Fraud Attack Endorsement | Per Claim and
Group Aggregate | \$100,000 |
- Item 5. **Retro Active Date:** (Coverages a., b., c., and d. above) Full Prior Acts

Coverage #: CIAW212234565
 Covered Member: City of Sultan

Effective Date: 12/1/2021

PARTICIPATING CARRIERS

**THE FOLLOWING CARRIERS REINSURE THE DESIGNATED PORTIONS
 OF THE MOC. ALL CARRIERS ARE SUBJECT TO CHANGE PRIOR TO DECEMBER 1, 2021:**

Property Coverage: (limits excess of \$10,000,000 are per occurrence for the group)

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted	\$10,000,000 Per Occurrence, subject to sublimits listed on Declarations Page
Hallmark Specialty Insurance Company	(A- VIII) Non-Admitted	\$7,500,000 (50%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
North American Elite Insurance Company	(A+ XV) Admitted	\$3,750,000 (25%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
Certain Underwriters at Lloyd's, London Syndicate HCC	(A XV) Non-Admitted	\$3,750,000 (25%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
Great American Fidelity Insurance Company	(A+ XV) Non-Admitted	\$75,000,000 Per Occurrence excess of \$25,000,000

General Liability Coverage:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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Automobile Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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Wrongful Acts Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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Crime Coverage:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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Equipment Breakdown Coverage:

Hartford Steam Boiler Inspection and Insurance Company of Connecticut	(A++ X) Admitted
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**THE CARRIERS BELOW PROVIDE COVERAGE FOR THE FOLLOWING LINES OF BUSINESS ON A
 SEPARATE MASTER POLICY:**

Cyber Liability Insurance:

Obsidian Specialty Insurance Company	(A- VII) Non-Admitted	Primary \$5,000,000
Great American Fidelity Insurance Company	(A+ XV) Non-Admitted	\$5,000,000 excess of \$5,000,000

Attachment C

Capital Facilities Plan

CITY OF SULTAN 2022-2027 TRANSPORTATION IMPROVEMENT PLAN															
Priority	Project Number	Project Name	Project Description	Estimated Total Project Cost in 2019	2022	2023	2024	2025	2026	2027	2028-2032	Total	City Funds	Other Funds	
1	NM-3	Sidewalk Improvements	Repair, replace and construct missing sidewalks within the City	\$130,000.00	design							\$0.00	Unfunded		
					R/W							\$0.00	Unfunded		
					Const.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$100,000.00	\$60,000.00	
2	T-39	Pavement Maintenance Program	Overlay, chip seal, crack seal and asphalt patch streets within the city limits	\$550,000.00	design							\$0.00	Unfunded		
					R/W								\$0.00	Unfunded	
					Const.	\$12,500.00	\$12,500.00	\$12,500.00	\$13,000.00	\$15,000.00	\$15,000.00	\$60,000.00	\$140,500.00	\$80,500.00	
3	T-34E	US 2 Intersection Improvements	US2 - Main St - Install Roundabout intersection	\$2,010,000.00	design	\$341,250.00						\$341,250.00	\$341,250.00		
					R/W								\$0.00	\$0.00	-
					Const.		\$1,668,750.00						\$1,668,750.00	Unfunded	
4	T-34B	US2 Intersection Improvements	US2 - 5th St/Mann Rd - WB Peak Shoulder Use (build-up shoulder 500-ft on the approach and 500-ft on the exit)	\$3,500,000.00	design							\$0.00	Unfunded	WSDOT \$211,250.00	
					R/W								\$0.00	Unfunded	
					Const.		\$3,288,750.00						\$3,288,750.00	Unfunded	WSDOT \$3,288,750.00
5	T-34C	US 2 Intersection Improvements	US2 - 5th St/Mann Rd - EB Peak Shoulder Use (build-up shoulder 500-ft on the approach and 500-ft on the exit)	\$3,500,000.00	design							\$0.00	Unfunded	WSDOT \$211,250.00	
					R/W								\$0.00	Unfunded	
					Const.		\$3,288,750.00						\$3,288,750.00	Unfunded	WSDOT \$3,288,750.00
6	T-34	US-2 Intersection Improvements	convert all signaled intersections on US-2 to 5 Lane intersections or Roundabouts to improve the volumes through the intersections	\$14,806,250.00	design	\$1,696,250.00						\$1,696,250.00	Unfunded		
					R/W		\$600,000.00						\$600,000.00	Unfunded	
					Const.			\$12,500,000.00					\$12,500,000.00	Unfunded	
7	T-35	Cascade View Drive Reconstruction	Reconstruct Cascade View Dr to Collector arterial standard and provide intersection improvements at US-2	\$616,000.00	design					\$125,000.00		\$125,000.00	Unfunded		
					R/W								\$0.00	Unfunded	
					Const.					\$491,000.00		\$491,000.00	Unfunded		
8	T-72	Old Owen Road Reconstruction	Reconstruct Old Owen Road from US 2 to north City limits. Add curb, gutter and sidewalk, water main and drainage improvements.	\$360,000.00	design							\$0.00	Unfunded		
					R/W								\$0.00	Unfunded	
					Const.						\$360,000.00	\$360,000.00	Unfunded		
9	T-36	138th St Extension	Reconstruct and extend 138th St. between Sultan Basin Rd. and 339th Ave SE	\$2,833,600.00	design							\$0.00	Unfunded		
					R/W								\$0.00	Unfunded	
					Const.						\$2,833,600.00	\$2,833,600.00	Unfunded		
10	T-51	3rd St. Reconstruction	Repair, replace, and construct as necessary asphalt, sidewalks, and bike lanes. Project is combined with water, sewer, and stormwater system projects.	\$1,456,000.00	design							\$0.00	Unfunded		
					R/W								\$0.00	Unfunded	
					Const.						\$1,456,000.00	\$1,456,000.00	Unfunded		
11	NM-7	High/Kessler/140th Trail	Lighting for the Evacuation Trail	\$50,000.00	design							\$-			
					R/W								\$-		
					Const.	\$50,000.00							\$50,000.00	\$60,000.00	
TOTAL EXPENDITURES				\$29,761,850.00	\$2,110,000.00	\$8,868,750.00	\$12,522,500.00	\$23,000.00	\$150,000.00	\$516,000.00	\$4,749,600.00	\$28,889,850.00	\$481,750.00	\$7,000,000.00	
					2022	2023	2024	2025	2026	2027	2028-2032	Total	City Funds	Other Funds	
					Cost by year if funded										

The project costs were estimates pulled from the comp plan update and the impact fee rate study performed in 2020.