

**SULTAN CITY COUNCIL  
AGENDA ITEM COVER SHEET**

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ITEM NO: A 1  
DATE: May 28, 2009  
SUBJECT: Boys and Girls Club – Lease Agreement  
CONTACT PERSON: Deborah Knight, City Administrator

**ISSUE:**

The issue before the City Council is to authorize the Mayor to sign the lease agreement (Attachment A) with the Boys and Girls Club of Snohomish County and provide direction to staff.

**STAFF RECOMMENDATION:**

Review the proposed terms and conditions of the lease agreement between the City and the Boys and Girls Club for the properties located at 705 and 707 First Street (Attachment B).

Authorize the Mayor to sign the lease agreement on behalf of the City.

**SUMMARY:**

The City Council discussed the proposed 15-year lease agreement at the Council meeting on May 14, 2009 and directed staff to finalize a lease agreement with the Boys and Girls Club.

The proposed lease seeks to balance a desire to provide facilities for Club programs that are vital to the Sultan community while being sensitive to the community's interest in utilizing its public facilities most effectively. Because of the long-term nature of the lease, the City is seeking to ensure that if the Club is financially successful the lease agreement provides a mechanism for ensuring a reasonable lease payment. A new section "additional rents" has been added to Section 7 "rental fee" of the lease agreement to achieve this balance.

CDBG Block Grant Requires Long-term Lease

The Boys and Girls Club of Snohomish County leases two properties from the City: 705 First Street and 707 First Street (Attachment B).

The Boys and Girls Club and City of Sultan worked together to apply for a Community Development Block Grant (Attachment C) to replace the roofs and make other structural improvements to the buildings leased from the City. Under the existing lease structural improvements are the landlord's (city's) responsibility.

In March 2009, the Boys and Girls Club was awarded a \$150,000 Community Development Block Grant. The Community Development Block Grant requires grant recipients to capitalize building improvements over a 15 year period. The lease agreement with the Boys and Girls Club must be renewed for a 15 year period to meet the grant requirements. The current lease expires on June 30, 2009.

#### 705 First Street

705 First Street houses the Boys and Girls Club youth activities. This building has a five-year lease which expires in 2011. The Boys and Girls Club are using the first floor for club activities. The first floor is approximately 2,730 square feet.

The club would like to expand to the second floor to add a computer lab and enhance the club's activities. The second floor has approximately 2,730 square feet. The club would have access to half the space (approximately 1365 square feet). The other half of the second floor is city hall office space for the public works department.

#### 707 First Street

The building at 707 First Street is used for before and after school child care for students attending Sultan and Gold Bar Elementary School. This is a year-to-year lease. The Childcare program runs from 6:00 am to 9:00 am and 3:15 to 6:30 pm. The annual \$30 Boys & Girls Club Membership is required. Before and after school care is \$280/month; before or after school is \$140/month and the kindercare program is \$420/month.

#### **DISCUSSION:**

The draft lease provides for the following terms and conditions and is based upon the 1996 lease for the building at 705 First Street. For efficiency, city staff recommends combining the two properties into a single lease agreement:

1. **BUSINESS PURPOSE.** The premises are to be used primarily for the purpose of a community youth center for such other and further purposes as are consistent with use of the facility as a family-oriented recreational cultural center. Other uses may be permitted on a space available basis as determined by the Tenant and with prior approval by the Landlord.

2. **USE.** A description of Tenant's initial program and schedule to serve as a community youth center is included as an attachment to the lease agreement. Throughout the term of this lease Tenant shall generally offer programs and services as a community youth center consistent with the intended program.
3. **RENTAL FEE.** In consideration of and in exchange for a contribution of the recreational opportunities, programs, services, and maintenance and operation of the premises from the Tenant, the annual rental amount shall be \$2.00 (\$1 for each leased site) to be paid in advance for the entire initial term of this lease.

**ADDITIONAL RENTS.** As compensation for the use of the Landlord's premises, the Tenant shall pay additional rents of five percent (5%) on net revenues received by the Sultan Boys and Girls Club in excess of \$10,000 reported in any fiscal year. For example, if net revenues reported in the previous fiscal year were fifteen thousand dollars (\$15,000), the additional rents due are  $\$5,000 \times .05 = \$250$ .

4. **UTILITIES.** The Tenant shall pay for all utilities, including but not limited to water, sewer, garbage, recycling, power, heat, gas, telephone, and cable.
5. **CARE OF PREMISES.** Tenant is responsible for keeping the premises neat, clean and, in a sanitary condition and preserve the premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.

All maintenance and operating costs are the responsibility of the Tenant, unless otherwise agreed to, in writing, by the City. This includes, but is not limited to, all HVAC systems and fixtures. The City will be responsible for replacement or major repairs to these systems unless said replacement or repairs are necessitated by Tenant neglect.

The City is responsible for maintaining the foundation, walls, and roof of the premises.

The Boys and Girls Club is responsible for maintaining the grounds and parking areas and keeping the area clean and free of debris.

6. **INSURANCE AND INDEMNIFICATION.** The Tenant is required to carry standard insurance including fire insurance and indemnify the City for damage or loss.
7. **ASSIGNMENT AND SUBLETTING.** This lease may not be assigned or sublet because the lease calls for Tenant to rent the premises at less than fair market value. The lease may be assigned to an assignee such as a bank for security for money loaned or advanced to the Tenant for construction on the premises or other business purposes of the Tenant. No such assignment for security purposes shall have priority over the interest of the Landlord.

## **FISCAL IMPACT:**

The Boys and Girls Club will be spending approximately \$150,000 in hard costs to renovate the city's buildings. The Boys and Girls Club will have additional soft costs including project management and grant reporting.

Under the proposed 15 year lease agreement, the city will be "earning" approximately \$10,000 per year (\$150,000/15 years). The Boys and Girls Club is using approximately 3,930 square feet of space. At \$10,000 per year this equates to \$2.54 per square foot.

They are requesting an additional 1,365 square feet for a total of 5,295 square feet. At \$10,000 per year this equates to \$1.88 per square foot.

Retail space in Sultan is currently leasing between \$11.00 for prime US 2 frontage and \$8.00/square foot triple net for properties off US 2.

## **BACKGROUND:**

The Sultan Boys and Girls Club is a very important part of the Sultan community. There is a long history of the club's commitment to children in Sultan and the Sky Valley. Leadership and members of the club provide hours of volunteer service to the City of Sultan and its residents. The City's commitment to the club is equally as important.

The Sultan Boys & Girls Club is a non-profit organization that prides itself on being "The Positive Place for Kids." The club offers programs to assist youth ages 6 to 18 years of age in developing self-esteem, values and skills. We focus on areas in character & leadership development, education & career development, health and life skills, the arts and sports, fitness & recreation.

The program has 5 core areas:

- Character and Leadership Development
- Educational and Career Development
- Health and Life Skills
- The Arts
- Sports, Fitness, and Recreation

The Boys & Girls Club uses the Youth Development Strategy to ensure enrichment in all of its activities. Enrichment is promoted by instilling:

- A sense of Belonging
- A sense of Usefulness
- A sense of Influence
- A sense of Competence

## **ALTERNATIVES:**

Since the Boys and Girls Club applied for the CDBG funds with Sultan's participation it is unlikely the City can deny the club's request to extend the lease consistent with the grant requirements. The policy question is how much to charge, if anything, for the use of the City's facility. The proposed lease provides for some return on the building use if the Sultan Boys and Girls Club earns net revenues in excess of \$10,000.

1. Review the proposed terms and conditions of the lease agreement between the City and the Boys and Girls Club for the properties located at 705 and 707 First Street (Attachment B). Authorize the Mayor to sign the lease agreement on behalf of the City.
2. Review the proposed terms and conditions of the lease agreement between the City and the Boys and Girls Club for the properties located at 705 and 707 First Street. **Do not** authorize the Mayor to sign the lease agreement on behalf of the City and direct staff to areas of concern.
3. Do not approve the proposed terms and conditions of the lease agreement between the City and the Boys and Girls Club for the properties located at 705 and 707 First Street.

## **RECOMMENDED ACTION:**

Review the proposed terms and conditions of the lease agreement between the City and the Boys and Girls Club for the properties located at 705 and 707 First Street (Attachment B).

Authorize the Mayor to sign the lease agreement on behalf of the City.

## **ATTACHMENTS**

- A – Proposed Lease agreement
  - B – Property descriptions 705 First Street and 707 First Street
  - C – Boys and Girls Club Community Development Block Grant
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**COUNCIL ACTION:**

**DATE:**

**LEASE AGREEMENT**  
**City of Sultan**  
**and**  
**Boys and Girls Clubs of Snohomish County**

The parties hereto are the **CITY OF SULTAN** a municipal corporation of the State of Washington ("Landlord"), and **BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY**, a charitable corporation ("Tenant").

**RECITALS**

**WHEREAS**, the City of Sultan has buildings located at 705 First Street, Sultan, WA and 707 First Street, Sultan, WA currently leased to the Boys and Girls Clubs of Snohomish County, Inc; and

**WHEREAS**, the Tenant has received a \$150,000 grant from the Snohomish County Community Development Block program to replace the roof and make other structural improvements to the buildings located at 705 and 707 First Street; and

**WHEREAS**, the Community Development Block Grant requires the funded improvements to be capitalized over a period of 15 years; and

**WHEREAS**, the Tenant desires to renew their current lease with the Landlord, dated September 16, 1996 for a 15 year period with automatic renewals for one year periods thereafter to meet the grant requirements; and

**WHEREAS**, the Tenant is a charitable corporation whose corporate purpose is to foster and sponsor recreational, cultural, athletic and educational programs and activities for the use of the community's families and youth; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the mutual covenants hereinafter contained, the parties agree as follows:

**COVENANTS**

1. **LEASE AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the Landlord does hereby lease to Tenant and the Tenant does hereby lease from Landlord those certain premises situated in the City of Sultan, County of Snohomish, State of Washington, depicted on the map thereof filed with the Landlord's Clerk, and being described in **Attachment A**, hereinafter the above described property is called "premises."
  
2. **BUILDING CONSTRUCTION ON PREMISES** The premises are located at 705 First Street and 707 First Street. The Tenant shall not commence any construction on the premises without written consent of the Landlord.

3. **OCCUPANCY.** The Tenant shall not occupy or use any building hereafter erected on the premises until a certificate of occupancy thereof shall have been issued by the Landlord's Building Official. Tenant may use all portions of the building and parking areas depicted on **Attachment A.**
4. **BUSINESS PURPOSE.** The premises are to be used primarily for the purpose of a community youth center for such other and further purposes as are consistent with use of the facility as a family-oriented recreational cultural center. Other uses may be permitted on a space available basis as determined by the Tenant and with prior approval by the Landlord.
5. **USE.** A description of Tenant's initial program and schedule to serve as a community youth center is set forth in **Attachment B.** Throughout the term of this lease Tenant shall generally offer programs and services as a community youth center consistent with the intended program.
  - a. The Tenant shall conduct and carry on only the business for which said premises are leased. The Tenant shall at all times keep and use the premises in accordance with the laws of the State of Washington and ordinances of the City of Sultan and in accordance with all directions, rules and regulations of the health officer, fire marshal, building official or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of the Tenant.
  - b. The Tenant shall be responsible for other uses of the premises. The Tenant shall be responsible for ensuring that any use of the premises is consistent with the intended purposes and uses of the premises as stated herein and that such other users are approved by the Landlord and the users are properly insured. Tenant may charge a reasonable rent to another user to offset the costs of janitorial service and utilities for such use. Rents collected in excess by the Tenant of those necessary to offset janitorial and utility costs shall be forwarded to the Landlord.
  - c. The Tenant shall submit an annual report to the Landlord of the schedule of programming by the Tenant and of the schedule of other use.
  - d. Any future construction on the site is specifically excluded from this lease and the terms herein. The preparation of any lease arrangements and terms for any new construction of additions will be at the sole discretion of the Landlord.
  - e. Failure to provide adequate youth programming or any of the use requirements stated herein constitutes a default of this lease. In such an event, the Landlord will notify the Tenant, in writing, of such and the Tenant shall correct same within ninety (90) days of the date of the Notification. Failure to correct such conditions constitute grounds for termination of this lease.
6. **TERM.** The term of this lease shall be for fifteen (15) years commencing upon June 1, 2009 and ending at midnight on May 30, 2024 thereafter. The Tenant shall have the option of renewing this lease for one year periods thereafter; such renewal is conditional on the approval of the Landlord and based on the lessee's full adherence to the terms of this lease agreement. Tenants shall give Landlord not less than 60-day written notice of its intent to renew said lease agreement.

7. **RENTAL FEE.** In consideration of and in exchange for a contribution of the recreational opportunities, programs, services, and maintenance and operation of the premises from the Tenant, the annual rental amount shall be \$2.00 (\$1 for each leased site) to be paid in advance for the entire initial term of this lease.

**ADDITIONAL RENTS.** As compensation for the use of the Landlord's premises, the Tenant shall pay additional rents of five percent (5%) on net revenues received by the Sultan Boys and Girls Club in excess of \$10,000 reported in any fiscal year. For example, if net revenues reported in the previous fiscal year were fifteen thousand dollars (\$15,000), the additional rents due are  $\$5,000 \times .05 = \$250$ .

Additional rents are due and payable by July 1 of each year beginning on July 1, 2010 for the previous fiscal year. Each payment shall be accompanied by a written report to the Landlord, containing an accurate statement in summarized form of the Tenant's net revenues and the computation of the payment amount. Each payment shall be due and payable no later than forty-five (45) days after said date. Late payments shall be subject to 5% interest compounded monthly.

8. **UTILITIES.** The Tenant shall pay for all utilities, including but not limited to water, sewer, garbage, recycling, power, heat, gas, telephone, and cable.
9. **ACCESS.** The Tenant will allow the Landlord or the Landlord's agents free access at all reasonable times and upon at least twenty-four (24) hours notice to said premises during normal business hours for the purpose of inspection. Nothing herein shall be construed as in any way limiting the authority of the Landlord's Building Official under existing law.

**10. CARE OF PREMISES.**

- a. Tenant shall at all times keep the premises neat, clean and, in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All maintenance and operating costs shall be borne by the Tenant, unless otherwise agreed to, in writing, by the Landlord. This includes, but is not limited to, all HVAC systems and fixtures. The Landlord will be responsible for replacement or major repairs to these systems unless said replacement or repairs are necessitated by Tenant neglect.
- c. Tenant will commit or permit no waste, damage, or injury to the premises. This includes, but is not limited to: the replacement of any glass of all broken windows and doors of the building as may become cracked or broken; keeping all drainage pipes free and open and protecting water, heating and other pipes so that they will not freeze or become clogged; and, the repair of all leaks and all damages caused by leaks or by reason of the Tenant's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. All such maintenance and repairs shall be at the sole expense of the Tenant.
- d. To the extent permitted by law, the Landlord may assist Tenant in soliciting donations and in kind services for purposes of this section.

- e. Landlord agrees that the expense of maintaining the foundation, walls, and roof of the premises will be the responsibility of Landlord.

11. **MAINTENANCE OF GROUNDS.** The Tenant shall maintain the grounds and parking areas. The Tenant shall make every effort to keep the grounds and parking areas clean and free of debris.
12. **STORAGE OF MATERIALS, SUPPLIES, ETC.** The Tenant covenants to not store or deposit materials, supplies or other objects on the exterior of the leased premises without the permission of the Landlord. Failure of Tenant to fully carry out this agreement shall be a breach of covenant of this lease.
13. **HAZARDOUS WASTES.** The Tenant shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010, *et seq.* to exist on the premises and shall, at Tenant's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. Tenant shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations. Tenant shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Tenant shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.
14. **MOTOR VEHICLE PARKING ON PREMISES.** The Landlord shall provide parking on the leased premises, as shown on **Attachment A**, in accordance with an agreed-upon plan for parking facilities for all motor vehicles in connection with Tenant's business. The Tenant shall at all times see that all such vehicles park within the leased premises.
15. **VACATING THE PREMISES.** Tenant agrees that at the expiration or sooner termination of this lease the Tenant will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the Landlord all keys to all buildings on the premises. At the expiration or termination of this lease the Landlord will work in good faith with the Tenant to secure a location at which programs for youth can be provided.
16. **INDEMNITY.** All personal property on said leased premises shall be at the risk of Tenant. Landlord shall not be liable for any damage, either to person or property, sustained by Tenant or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer, or steam pipes, or from any act or neglect of tenants or other occupants of said buildings, or any other persons, or due to the happening of any accident from any cause in or about said buildings. Tenant covenants to protect, save and indemnify Landlord, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives. Landlord covenants to protect, save and indemnify Tenant, its elected and

appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Landlord's employees or third parties on account of personal injuries, death or damage to property arising out of Landlord's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the Landlord and/or its agents, employees or representatives.

17. **LIABILITY INSURANCE.** Tenant shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as at least A (Excellent), and Financial Size Category of not less than Class X, or in such other company or companies not so rated which may be acceptable to Landlord, insuring Tenant against all claims for damages for personal injury, including death, and against all claims for damage and destruction of property, which may arise by the acts or negligence of the Tenant, its agents, employees or servants, or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000) combined single limit. Landlord shall be named in all such policies as an additional insured, and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to Landlord. Each such policy shall provide that the policy may not be cancelled without the company first giving Landlord at least thirty (30) days written notice.
18. **FIRE INSURANCE.** The Tenant shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on all buildings existing or hereafter constructed on the premises acceptable to the Landlord, which policy or policies shall name the Landlord as the insured, and to the extent of one hundred percent (100%) of value as mutually agreed upon by Tenant and Landlord. The original policy, a duplicate true certified copy, or such other evidence of insurance as the Landlord shall in writing have agreed to accept, shall be on deposit with the Landlord's Clerk at all times during the term hereof. Each such policy shall provide that the policy may not be cancelled without the company first giving the Landlord at least thirty (30) days prior written notice. No such policy shall contain a deductible clause greater than One Thousand Dollars (\$1,000) per claim. In the event of loss, the Tenant shall pay such deductible sum.
19. **INSURANCE PROCEEDS IN EVENT OF LOSS.**
- f. **Total Destruction.** If the premises are totally destroyed by fire, earthquake or other casualty during the term of this lease, and if the Tenant desires to rebuild, the proceeds of insurance shall be used for the purpose of rebuilding such building. The balance of funds shall be payable pro rata to the Landlord and Tenant based on the investment of the parties; the Tenant's portion subject further to being reduced proportionately to the remaining length of the lease. If either Landlord or Tenant elects to rebuild as above provided, such party shall prosecute the work of such rebuilding or repairing without delay. If both Landlord and Tenant fail to give notice of intention to build as aforesaid, within the times specified, both the Landlord and Tenant shall have the right to declare this lease terminated by written notice served upon the other party by mail as in this lease provided.
  - g. **Partial Destruction.** In case of partial destruction, the proceeds shall be used for repairing the damage.

h. Duties Regardless of Extent of Destruction. The Tenant shall give notice of loss immediately and of intention to rebuild within sixty (60) days of loss. Prior to termination of this lease whether by expiration of the term or by notice as in this paragraph, rent for the premises shall not abate as between the Landlord and Tenant in the event of loss or destruction of any buildings placed on the premises.

20. LIENS AND INSOLVENCY. Tenant shall keep the leased premises and the property in which the leased premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant, except for financing instruments obtained with the written consent of the Landlord. If the Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, the Landlord may cancel this lease at Landlord's option, provided at least ninety (90) days prior notice is given to Tenant.

21. ASSIGNMENT AND SUBLETTING. This lease may not be assigned or sublet because the lease calls for Tenant to rent the premises at less than fair market value. Notwithstanding the above, this lease may be assigned to an assignee such as a bank for security for money loaned or advanced to the Tenant for construction on the premises or other business purposes of the Tenant. No such assignment for security purposes shall have priority over the interest of the Landlord.

22. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

**BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY**  
4322 Rucker  
Everett, WA 98203

**CITY OF SULTAN**  
319 Main Street, Suite 200  
P.O. Box 1199  
Sultan, WA 98294

23. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Sultan, all fees due under applicable law to the City, County or State on account of any inspection made on leased premises by any officer thereof shall be paid by Tenant.

24. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the premises, or upon the exterior part of the building, shall be subject to the approval of the Landlord or Landlord's agents. Landlord agrees to allow the Tenant logo on the exterior of the building to meet standards of Boys and Girls Clubs of America. In the event Tenant shall place signs or symbols on the exterior of said building or in the windows or doors or elsewhere where they are visible from the street that are not satisfactory to the Landlord or Landlord's agents, the Landlord or Landlord's agents may immediately demand the removal of such signs or symbols, and the refusal of the Tenant to comply with such demand within a period of twenty-four (24) hours will

constitute a breach of this lease, and entitle the Landlord to immediately recover possession of said premises in the manner provided by law. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have the same removed at Tenant's expense. Tenant shall in respect to signs conform to all requests of the City of Sultan Sign Code and Building Code, and pay applicable fees.

**25. ALTERATIONS.** The Tenant shall not make any material alterations, additions or improvements to the leased premises without written consent of the Landlord, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Tenant, and shall become the property of the Landlord, except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the Tenant shall perform work with the consent of the Landlord, as aforesaid, Tenant agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The Tenant further agrees to save the Landlord free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures, and become part of the real estate upon being installed in any building.

**26. DEFAULT AND RE-ENTRY.** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the Tenant shall violate or default in any of the covenants and agreements therein contained, then the Landlord may cancel this lease upon giving the written notice required by law, and re-enter said premises, but notwithstanding such re-entry by the landlord, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and the Tenant covenants and agrees to make good to the Landlord any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to.

The Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Landlord, together with leasehold tax. Notwithstanding anything contained herein to the contrary, Landlord shall provide Tenant with written notice of default and shall allow the Tenant a sixty (60) day period to cure (or, in case of impracticability, commence to cure) such default.

**27. COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this lease.

**28. NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

29. **REMOVAL OF PROPERTY.** In the event of default and failure to cure, or taking possession of the leased premises as aforesaid, the Landlord shall have the right, but not the obligation, to remove from the leased premises all personal property located therein or thereon, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property with notice to the Tenant, after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, and the balance, if any, to be paid to Tenant.

30. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

31. **HOLD OVER.** If the Tenant shall, with the written consent of Landlord, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Tenant agrees to pay Landlord the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

32. **VENUE.** The venue of any suit which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the Landlord be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF SULTAN, LANDLORD**

**BOYS AND GIRLS CLUBS OF  
SNOHOMISH COUNTY, TENANT**

By \_\_\_\_\_  
Carolyn Eslick, Mayor

By \_\_\_\_\_  
Bill Tsoukalas,  
Executive Director

**Attest:**

By \_\_\_\_\_  
Laura Koenig, City Clerk

**Approved as to form:**

**Approved as to form:**

By \_\_\_\_\_  
Margaret King, City Attorney

By \_\_\_\_\_  
Mark Olson, Attorney for the  
BOYS' AND GIRLS' CLUBS

STATE OF WASHINGTON)

ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **CAROLYN ESLICK** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the **MAYOR** of the **CITY OF SULTAN** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
\_\_\_\_\_  
[Legibly print name of notary]  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON)

ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **BILL TSOUKALAS** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the **EXECUTIVE DIRECTOR** of **THE BOYS' AND GIRLS' CLUBS OF SNOHOMISH COUNTY** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
\_\_\_\_\_  
[Legibly print name of notary]  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Structure Information**

Close Window

705 First Street

*General Description*

Parcel Number **28083100402400** (C04)

Structure Class **Commercial**

Structure Use **Clubhouse**

Structure Type

Year Built **1920**

Boys & Girls Club  
Youth Programs

*Features*

Roof Cover **BuiltUp**

Units **0**

*Floor Area*

Floor **1** Base SF **2,730** Sprinkler SF **2,730** Heated SF **2,730** Air Cond SF **0**

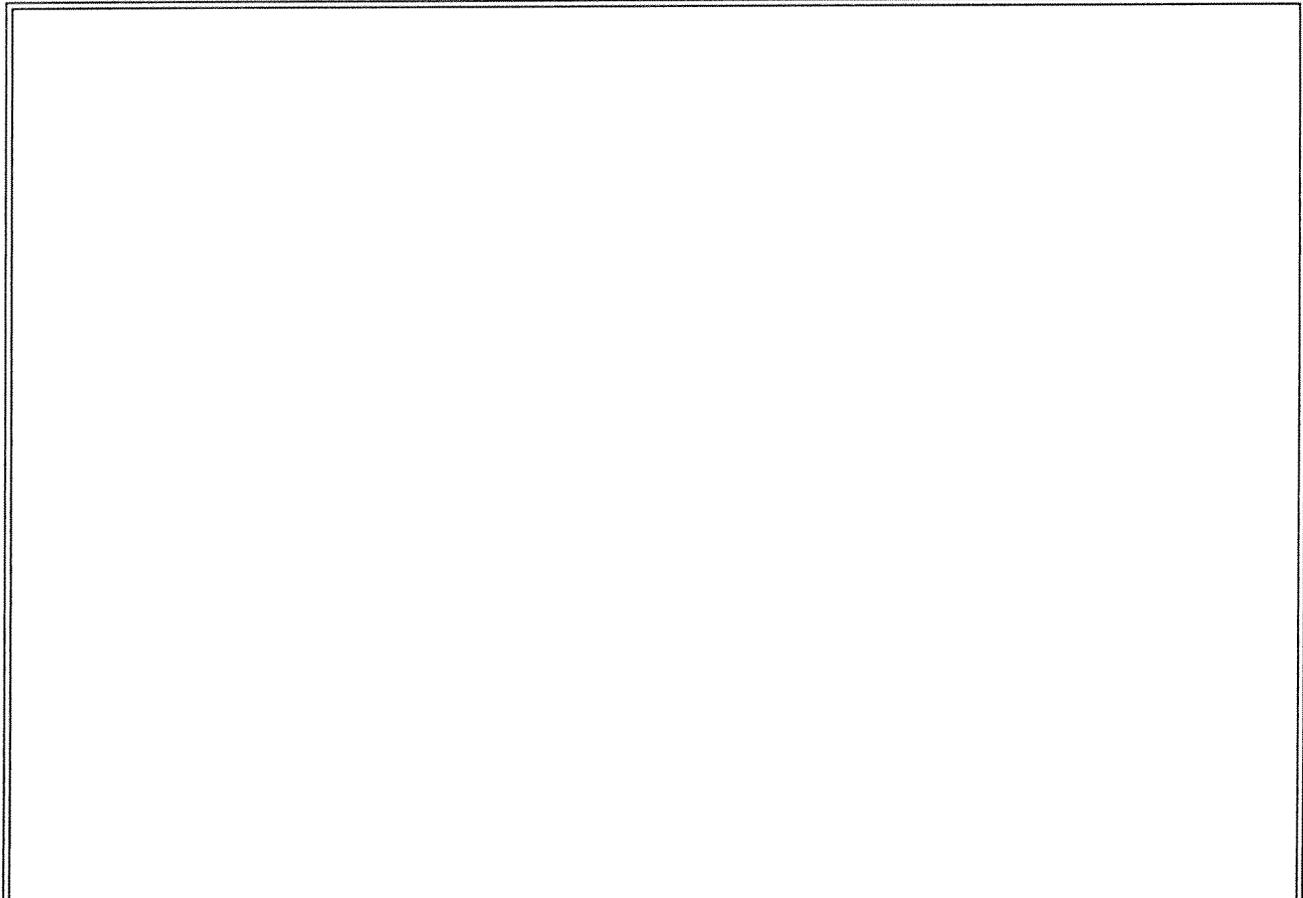
Floor **2** Base SF **2,730** Sprinkler SF **2,730** Heated SF **2,730** Air Cond SF **0**

using first floor only  
~ 2730 sqft

*Garage(s) & Carport(s)*

Carport SF **1500**

second floor  
used for water utility



B-1



Close Window

705 First Street  
Boys & Girls Club  
Youth Programs

B-2

**Structure Information**

Close Window

*General Description*

Parcel Number **28083100402400** (C05)

Structure Class **Commercial**

Structure Use **Government Building**

Structure Type

Year Built **1920**

707 First Street  
Boys & Girls Club  
Childcare  
Preschool

*Features*

Roof Cover **BuiltUp**

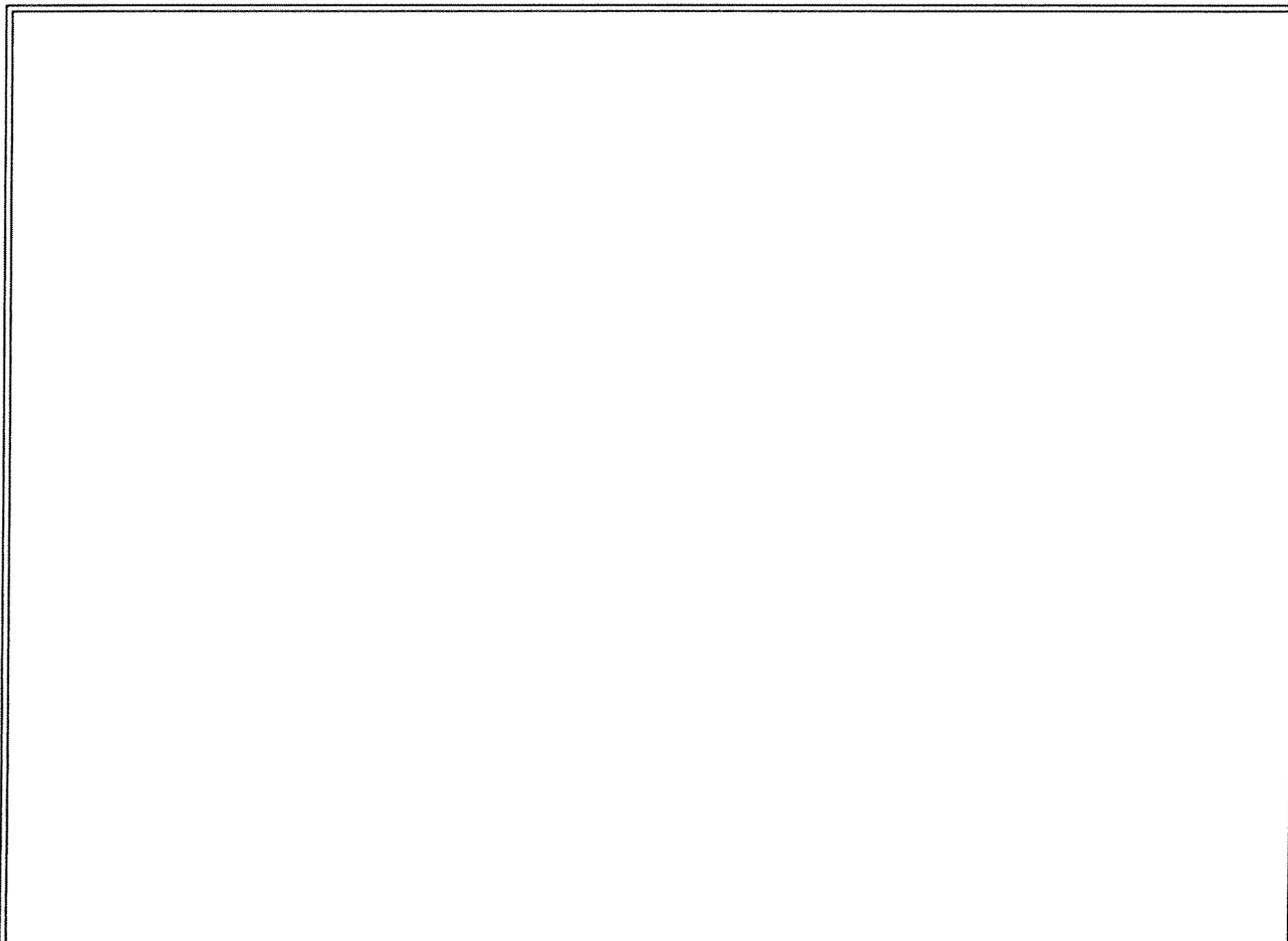
Units **0**

*Floor Area*

Floor **1** Base SF **1,200** Sprinkler SF **1,200** Heated SF **1,200** Air Cond SF **0**

*Garage(s) & Carport(s)*

**None**



B-3



Close Window

707 First Street

Boys & Girls Club  
Child care  
Preschool

B.4

**APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING  
2009 Public Facilities and Infrastructure**

**APPLICANT AUTHORIZATION**

Date Received:

*Applications which are incomplete or late will not be considered.*

This form is available on CD in Microsoft for Windows (Produced using Word 2002). Please request a CD by calling OHHCD at (425) 388-3605 or you can download from the Snohomish County website in Microsoft Word at:

[www.snoco.org/departments/human\\_services](http://www.snoco.org/departments/human_services)

**1. Title of Proposed Project:**

Sultan Boys and Girls Club Building Improvements

**2. Project Location** (street address or nearest intersection and applicable zip code) \*zip code required:

705 & 707 1<sup>st</sup> Street, Sultan Washington 98294

**3. Proposed Use of CDBG Funds** (Summarize in one or two sentences what the CDBG funds would be used for:

Building improvements to the Sultan Boys and Girls Club and separate Day Care Center.

**4. Project Cost**

(a) CDBG Funds requested \$ 391,834 (b) Total Project Cost \$ 391,834

**TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION INCLUDED IN THIS APPLICATION HAS BEEN CAREFULLY EXAMINED. THE APPLICANT UNDERSTANDS AND AGREES TO COMPLY WITH THE POLICIES, RULES AND REGULATIONS REFERENCED IN THE APPLICATION IF FUNDING IS AWARDED.**

**5. Applicant /Agency Name and Mailing Address: \*Authorized Signature of Applicant:**

Boys & Girls Clubs of Snohomish County  
4322 Rucker Ave  
Everett, WA 98203

\_\_\_\_\_  
Signature  
Bill Tsoukalas, Executive Director  
Name and Title  
btsooukalas@bgcsc.org  
E-mail Address

Applicants must submit a copy of their Board Or City Council minutes authorizing submittal of this application or make other arrangements by calling 425-388-3264

Copy of Authorization is Attached?

Yes  No

If applying for more than one project, what priority is this project? \_\_\_\_\_

91-0549511  
Organizations Federal Taxpayer ID No.

Contact person: (list person responsible for answering questions about the application)

Paul Seely  
Name  
425.258.2436 ext.109  
Telephone Number with Area Code

pseely@bgcsc.org  
E-mail Address

**A. ORGANIZATIONAL CAPACITY**

1. Describe the project for which funding is requested. Describe in detail what you plan to acquire, construct or rehabilitate.

**All Snohomish County CDBG funds will be used to upgrade the Sultan Boys and Girls Club buildings located at 705 & 707 1<sup>st</sup> Street in Sultan Washington. Upgrades include: New roofing for both buildings**

2. Please complete the following:

Organization's Executive Director:                      Name/Title: Bill Tsoukalas  
E-Mail: btsoukalas@bgcsc.org  
Phone and Fax: 425.258.2436 ext. 101  
425.259.6177

Manager:    Name/Title: Paul Seely  
Community Development Director  
E-Mail: pseely@bgcsc.org  
Phone and Fax: 425.258.2436 ext.109  
425.259.6177

Financial contact:    Name/Title: Phil Hamre, CFO  
E-Mail: phamre@bgcsc.org  
Phone and Fax #425.258.2436 ext. 106

3. How many years has the Organization been in business?  
**Snohomish County Boys and Girls Clubs has been in business since 1946.  
The Sultan Boys and Girls Club opened the doors in Sultan in 1991**

4. Describe the Organization's corporate status (nonprofit, Municipal Corporation, local government).

- Non-profit agency
- Municipality Corporations
- Other local government: indicate type \_\_\_\_\_.

5. Describe ability and experience in government contract administration. Include knowledge of federal regulations governing acquisition, procurement, Equal Employment Opportunity and labor standards.  
**Current agency funding comes from foundation grants, individual contributions, and corporate donations. Boys and Girls Clubs of Snohomish County has an excellent system of fiscal record keeping and our Director of Finances, Mr. Phil Hamre, is an experienced finance professional. Agency financial records are audited each year, and we have a solid record of CDBG project completion and project reporting.**

6. State whether the Organization has a personnel policy manual with an Affirmative Action Plan and grievance procedure.  
**The Boys & Girls Clubs of Snohomish County does have a personnel policy manual with an affirmative action plan and grievance procedure.**

7. Non-profit Organizations please **complete i through v, municipalities skip to #8:**

i. Date of incorporation 1946.

ii. What is the composition of the Board and how are members chosen?  
**22 Board members that are elected.**

iii. What is the Board's knowledge and level of involvement with the proposed project?

**The Board has a Facility's Committee that is very involved and also keeps other Board members actively engaged in all aspects of facility operations.**

iv. What are the major sources of support for the Organization?  
**Current agency funding comes from foundation grants, individual contributions, and corporate donations.**

v. Describe the Organization's program/development goals for the next two to three years.

**During the next three years we are on track to grow our development revenue base from \$1.3 million to \$1.6 million.**

8. Identify all of the Organization's CDBG funded projects awarded in the past five years and the status of each: **N/A**

9. If any answers to (4) or (5) above are no, please explain. **N/A**

10. Has the Organization received any audit findings in the past three years? If yes, what were they and how were they resolved?  
**NO**

11. Does the Organization receive more than \$500,000 per year in federal funding (CDBG, HOME, ESG, etc.)?  
**NO**

12. Attach a copy of your last audit, or, if you have already submitted a copy to OHHCD, indicate the date of the audit and the date you submitted it. **Attached**

13. What licenses does the Organization need in order to operate, if any, and are they current? **N/A**

14. Describe the Organization's record keeping methods and data collection Processes.  
**MIP and Kids Trax**

15. State whether the Organization has general liability insurance coverage as well as professional liability for licensed professionals.  
**The activities of the Boys and Girls Clubs of Snohomish County are insured by Zurich. The agency complies with all applicable federal and state requirements for payroll tax and workers compensation. The agency holds fidelity bond insurance as part of the umbrella coverage provided by Zurich.**

## **B. PROJECT SOUNDNESS**

1. Specify the size of the project in square feet or lineal feet. Describe all contemplated actions which logically are either geographically or functionally part of the project regardless of the source of funding.

### **BOYS AND GIRLS CLUB**

The Recreation Building at Sultan is a two-storey frame structure which has 2,700 sq ft on each floor. The first priority, in order to maintain the life cycle of the structure, is a new roof, gutters and downspouts. For the energy code it will be window replacements and new lighting, for the accessibility it will be the remodeled bathrooms, for livability it requires new flooring, to address programming requirements it will require some additional cabinetry, shelving and doors.

### **DAY CARE BUILDING**

This wood single story structure of 1,200 sq ft is in a better state of repair, however it also needs roofing, downspouts and gutters. The windows have already been done. Because of licensing and Day Care Programming requirements, it will require remodeling approximately 190 sq ft to accommodate two accessible bathrooms and relocated kitchen area. For the energy code this facility needs new light fixtures.

### **OUTSIDE SULTAN BASKETBALL PLAY AREA**

This facility is working and structurally in good shape. However as a basketball play space it does not accommodate all age groups as the basket ball hoops are fixed for high school play. The proposal is to build two new adjustable hoops and back boards, as well as new roofing, gutters, and downspouts on the exterior free standing bathrooms which frame the north end of the covered play area.

2. Provide a description of the project site and surrounding area.  
**Sultan Boys and Girls Club is located within walking distance for Sultan Elementary, Middle, and High School students. Osprey Park, 85 acres of active and passive recreation for all ages is next door.**

3. What is your Organization's plan for the project in the event you do not receive the amount of funds requested?

**Unfortunately, without grant funding this project will not move forward**

4. Name and title of the designated Project Manager.  
**Ed Gay, Facilities Supervisor**

5. Describe how the operation and maintenance will be provided over the useful life of the project. Include in your description:

**The Boys & Girls Clubs of Snohomish County has 62 years of history in the community providing programs to at-risk youth. We have developed strong partnerships with schools, city administrations and government agencies in Snohomish County. In order to reach as many at-risk youth as possible, we have strategically located our clubs in some of our county's most distressed neighborhoods.**

**The Snohomish County Boys & Girls Clubs have maintained a steady level of oversight and financial commitment to the Sultan Club. In order to provide the financial stability of an expanding organization, we have an experienced, dedicated, professional program staff at the Sultan site that includes Kami Prutsman as our site director and Ed Gay our Facilities Supervisor.**

6. Will you hire a consultant to help with this project? Please note that consultants paid for with CDBG funds must be selected through a competitive process and in accordance with 24 CFR Part 84 (nonprofit organization) and 24 CFR Part 85 (local government).

**NO**

7. Project Period: Start (mo/yr): **Dependent of award period**  
End (mo/yr):

8. Total CDBG dollars requested	\$ 391,834
Total Dollar value of other resources	\$ N/A
Total Project cost	\$ 391,834

9. Describe the problem which the CDBG funds will address (problem statement):  
**The buildings that house the Sultan Boys and Girls Club were built in the 1930's for a CCD Camp to house government employees working on road and bridge projects. The repairs needed on these buildings are remodel needs for the buildings.**

10. Describe how the proposed project will address the need or alleviate the problem identified in the problem statement.  
**The necessary repairs will be completed**

11. Are there any community objections to the project?  
**No. The Sultan Boys and Girls Club has been embraced and supported by the entire community.**

12. Describe how your project is consistent with each of the following plans:

i. Consistency with the Consolidated Plan for Snohomish County (see Attachment B):

**This project is consistent with the following objectives of the Snohomish County 2005-2009 Consolidated Plan:**

**Objective PFO-1: Support rehabilitation projects designed to bring into compliance with the Americans with Disabilities Act accessibility Center.**

**Objective PFO-4: Support construction or rehabilitation of facilities to principally benefit low and moderate income neighborhoods.**

ii. Consistent with the County Planning Policies (See attachment C):  
**TR-4: Adequate access to and circulation for public service and public transportation vehicles for subsequent development.**

iii. Consistency with local plans in the vicinity of the project:  
**City of Sultan Comprehensive Plan Section 2.11.4 Public Services Subsection Goals and Policies:**

- **1. Cooperate with the Sultan School District, Snohomish County Departments of Planning and Community Development, Parks and Recreation, Public Works and other public agencies to provide quality public services and facilities for residents of the Sultan Urban Growth Area.**
- **4. Joint Development. Implement a coordinated approach to the funding and development of joint public facilities and services to avoid site and facility duplications, save development costs, and improve local service delivery.**

13. If the project is within a structure (not a street or sidewalk), please answer the following i through iii, if No, skip to question #16:

i. Describe how the Organization complies with the Americans with Disabilities Act (ADA) requirements regarding accessibility.

**Boys and Girls Clubs of Snohomish County has consistently worked with the City of Sultan to provide adequate provisions for Americans with Disabilities. Components of this application contains ADA improvements.**

ii. Will the facility serve as a house of worship or be used by a religious organization?  
**No**

ii. Does the project involve the remodeling or demolition of a structure?  
**Yes**

iii. Was the structure constructed prior to 1978? If yes, will the structure be occupied by children age six (6) and under?  
**Yes**

14. Federally funded projects are subject to the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Acquisition of land, structures and easements (both temporary and permanent) trigger compliance with the URA. Please see page number 12 for further explanation.

Will the project require "acquisition" of a structure, land or easements? If yes, complete the following i through iv. If no, skip to question #15.  
**No**

15. In the table below, please identify each source and amount of funding to be used for the project. Indicate whether funds are pending or committed by placing the amount in the appropriate column. Provide documentation of the commitment.

<b>Development Budget Sources</b>	<b>Pending</b>	<b>Committed</b>	<b>Total</b>
2007 Snohomish County CDBG	\$	\$	\$N/A
Local funds (specify):	\$	\$	\$N/A
State funds (specify):	\$	\$	\$N/A
	\$	\$	\$
Federal funds (specify):	\$	\$	\$N/A
	\$	\$	\$
Private financing (specify):	\$	\$	\$N/A
	\$	\$	\$
Other (specify):	\$	\$	\$N/A
	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$

16. Explain how you arrived at the total cost of the project and why you consider your costs to be reasonable.

**Cost estimates were provided by Gary Parkinson/Architects, a consultant the Boys and Girls Clubs of Snohomish County has a long history of working with.**

17. Complete the Budget "Attachment E"
18. If your Organization is a Non profit, please read the following and initial:

Organization understands that if the project is approved for CDBG Capital funding, the applicant will be required to execute security documents (promissory note, deed of trust) assuring that the use of the facility will be secured for a specified term (see page 9), based on the amount of funds awarded; that if a change of use occurs, awarded funds will be repaid to the CDBG Consortium.

Initials \_\_\_\_\_.

### C. COMMUNITY NEED AND BENEFIT

1. Describe the process your Organization uses to assess community need.  
**We use the Federal Government-Wide Definition (section 509A of the Public Health Service Act (42 U.S.C. 290aa-8(f)) to define a Distressed Area with High Risk Youth.**

2. All activities funded with CDBG must meet one of the three broad National Objectives:

- i. Benefit to low- and moderate-income persons.
- ii. Aid in the prevention or elimination of slums or blight, or
- iii. Meet Community development needs having a particular urgency

Public facilities and infrastructure projects primarily fall under the National Objective of benefit to low- and moderate-income persons. Please indicate below how your proposed project qualifies by checking one of the following A through E (See page 7 for definitions):

- A. Limited Clientele Presumed Benefit Activity
- B. Limited Clientele Direct Benefit Activity  
Project is limited exclusively to low- and moderate-income persons.
- C. Limited Clientele Direct Benefit Activity  
At least 51% of clientele served by project are low- and moderate-income persons.
- D. Limited Clientele Nature and Location
- E. Area Benefit Activity – Census Tract/Block Group or Income Survey

3. Match your answer from #2 above, to the corresponding paragraph below, and provide the information as indicted.

If you checked C above, 1) indicate the total number of clients served in the past year; 2) indicate what percentage of those clients were low- and moderate-income; 3) indicate what income eligibility criteria was used to determine the percentages of low- and moderate-income persons; and 4) describe the process your organization will

use to document income eligibility; and 5) attach a copy of the client intake form, highlighting the questions regarding family size and income.

**Total number of families served in the past year is 411. Of the 411, 73% of those families are low moderate income according to the Department of Social and Health Services guidelines. To document income eligibility we use a membership registration form that indicates household size and family income.**

4. Please describe any special circumstances that would help us better understand your project and/or the need you're trying to meet.

**N/A**

5. Attach copies of all data collection tools which will be used to verify achievement of program goals and objectives. Indicate who will be responsible for monitoring the progress and reporting data in the Annual Report required if your project is chosen for CDBG funding.

**Kami Prutsman will collect data.**

**D. READINESS TO PROCEED**

1. Provide an estimate of the following project milestones:

	<b>Projected Date</b>
The Organization provides necessary information to OHHCD to allow staff to complete the environmental review:	Upon Grant Approval _____
Contract with Snohomish County Office of Housing, Homelessness and Community Development:	One month _____
Select architect/engineer:	One month _____
Obtain all needed permits:	Three months _____
Complete bid specifications:	One month _____
Bid award:	One month _____
Project 50% complete:	Two months _____
Project complete	Three months _____
	(1 year approximate)

2. Explain any possible environmental or land use issues that have the potential to delay your project and describe steps that have been taken, or will be taken, to address those issues. (Any "Yes" responses on the Environmental Review Supplemental Overview may cause project delays.)

**N/A**

3. State whether the Organization has secured any other sources of funding (besides CDBG) for the project. If not yet secured, explain the steps that need to be taken to secure other funding.

**No**

**Note: Please Review and complete Attachment A, "Application Checklist" for documents required to be submitted with this application. Submit Attachment A with the application.**

## ENVIRONMENTAL REVIEW SUPPLEMENTAL OVERVIEW

Federally funded County projects are subject to the National Environmental Policy Act (NEPA) and numerous other state and federal environmental laws. All environmental laws seek to avoid adverse impacts on the environment by mandating careful consideration of the potential impacts on any development assisted with public funds. Applicants must be sensitive to any possible environmental impacts and concerns while their projects are first being planned to avoid problems, which can create uncontrollable delays, add unplanned construction or pre-development costs or even prevent a project from being funded or implemented in a timely manner.

It is the applicant's responsibility to submit a Supplemental Application that is both complete and complies with the application specifications and fully discloses any potential environmental concerns. The Snohomish County Office of Housing, Homelessness and Community Development (OHHCD) is responsible for assuring compliance with state and federal regulations and seeks to avoid or mitigate adverse impacts on the natural and human environment by mandating careful consideration of the potential impacts of any development assisted with county managed funds.

All applicants must recognize and document potential environmental issues during the project planning process. OHHCD, the Technical Advisory Committee and the Policy Advisory Board (citizen review boards) can make better decisions by fully understanding and carefully considering the potential environmental consequences. Incomplete applications that do not include the required information necessary to fully evaluate the applicant's project and/or ignore potential environmental issues may result in diminished project competitiveness, and decreased overall application scoring.

**Please contact Dee White at 425-388-3260 or [dee.white@co.snohomish.wa.us](mailto:dee.white@co.snohomish.wa.us) if you have any questions related to environmental issues or if you need assistance completing the Environmental Supplement appropriately.**

The Environmental Review Supplemental Application includes a listing of subject areas relating to potential impacts on the physical or human environment. In most cases, applicants will be able to simply provide a brief response to the categories listed. Environmental information and assistance in preparing the environmental section can be obtained from a wide variety of sources including those listed which are cited as appropriate. Other possible sources of information include local comprehensive plans, preliminary engineering studies, state and federal reports, local agencies such as the planning or environmental health office, federal agencies and the internet.

## ENVIRONMENTAL REVIEW SUPPLEMENTAL APPLICATION

**PART I**

**Project Name:** Sultan Boys and Girls Club Building Improvements

**Brief Project Description** (please limit to space provided): \_\_\_\_\_  
Improvements are to two separate buildings, both occupied by the Sultan Boys and Girls Club members.

**Main Recreation Building Improvements:** New roof, floor/carpet replacement downstairs, remodel restrooms (including ADA upgrades), install energy efficient windows, improvements to exterior play and gathering areas, remodel/remove wall upstairs, new flooring upstairs.

**Day Care Facility Improvements:** New roof, floor/carpet replacement, remodel restrooms (including ADA upgrades), new ADA accessible ramp with railing to the front door, electrical upgrades, .....

**YOUR SUBMISSION OF THIS APPLICATION TRIGGERS FEDERAL ENVIRONMENTAL REVIEW REQUIREMENTS. FEDERAL REQUIREMENTS MANDATE THAT THE COUNTY COMPLETE AN ENVIRONMENTAL REVIEW PRIOR TO ANY "CHOICE LIMITING ACTIONS" (i.e. acquisition, demolition, construction) BEING INITIATED ON A PROJECT RECEIVING FEDERAL FUNDING.**

**Is your project currently underway?**

- Yes, construction has begun.  
If yes, was a legally binding contract signed prior to your intent to apply for federal funds?  
 Yes (If yes, attach a copy of the contract)  
 No

**If you do not have a legally binding contract in place and dated prior to your submission date of this application, you must cease all choice limiting activities immediately until environmental compliance has been reviewed and approved by Snohomish County. If your project is not under contract at the time of application, no construction activities can occur until an environmental review has been completed and approved by Snohomish County. Failure to comply will prohibit the use of federal funds for the project.**

✱ No, construction will not begin prior to authorization from Snohomish County.

**Project Location:**

Identify location by completing ALL of the following location identifiers:

Township: 28

Range: 08

Section: 3100402400

Assessor Parcel Number of Project Site: 28083100402400

Parcel Size: 4.98 acres

Complete Street Address: 705 & 707 1<sup>st</sup> Street

City: Sultan Zip Code: 98294

Current Zoning Classification: Moderate Density

Proposed land Use: N/A

Current Property Owner: City of Sultan

Is project consistent with current Zoning designation? X Yes  No

Is project consistent with future Zoning designation? X Yes  No

Is the proposed project's land use consistent with the jurisdiction's Comprehensive Plan or Area Plan? \* Yes  No

**Existing Buildings on Proposed Site**

If the site has an existing building, complete the following:

Building(s) Size:

Main Building: 2,730 Square feet (Floor 1)  
2,730 Square Feet (Floor 2)

Daycare Building: 1,200 Square Feet

Year building(s) were built: 1920 (**attach Assessor's Record**)  
(To determine, go to <http://gis.co.snohomish.wa.us/maps/property/index.htm> and provide a copy as documentation).

Current Use: Sultan Boys and Girls Club

Proposed Use: Sultan Boys and Girls Club

Landmark Classification: None

Has this specific project previously received a NEPA environmental clearance from Snohomish County for CDBG, HOME or ADDI funds?  Yes  No

If so, what year? \_\_\_\_\_

**PART II**

For the following questions, answer by checking box Yes or No. Provide all required explanations by inserting answers following each question directly in the Supplemental document. **Attach additional requested documentation to the back of the environmental section, marking the appropriate section and number on the top of the documentation.**

**A “Yes” response to any of the following questions may cause additional delays in the review process and requires careful consideration by the applicant.**

**A. Historic Preservation**

1. Is the proposed site or any project activity listed on, or within a district listed on, the National Register of Historic Places, or any State or local listing of historic places, or Tribal land? **Attach all documentation used to make the determination.**

Yes                     No                     Unknown

Please explain how your response was determined.

2. Is any structure(s) on proposed site of project activity 45 years old or older?

Yes                     No

a) If yes, list all structure(s) over 45 years, by street address and year of construction.

703 1<sup>st</sup> Street, Sultan  
Built: 1920

**B. Floodplain Management & Flood Insurance**

1. Is the proposed property located in a flood hazard area? Print and attach the appropriate flood map and indicate the proposed site on the flood map. State whether any part of the project site is within the flood hazard area. To determine, go to: **<http://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1>**. **Be sure to select Public Flood Map as your product, enter the address of your site and click “go”.**

Yes                     No

a) If Yes, is the local general government jurisdiction in which each project site is situated currently participating in, and in good standing with FEMA under, the National Flood Insurance Program? **To determine, consult each local Planning/Building Department and attach all correspondence. Attach documentation used to make determination.**                    Map attached

Yes                     No

2. Provide the Flood Insurance Rate Map (FIRM) number: 535534

**C. Wetlands Protection**

1. Are there any wetlands on any part of the project site, or within 300 feet of the proposed project site and, if so, will the proposed project activity encroach or impact in any way upon any such on-site or adjacent wetland? **Describe how the determination was made and attach all references used to determine wetland status.**

Yes                     No

**Determination was made by survey of available maps, enclosed aerial photos and building locations.**

**D. Air Quality**

1. Is the ambient air quality at proposed project site presently degraded by proximity to significant pollution generators or conditions (e.g. heavy motor traffic; dusty or noxious



4. Airport Hazard Zones: Is proposed project site within 1/4 mile of the perimeter or boundary of any military or civil airport or air field? **Describe how the determination was made and provide all documentation.**

Yes      X No

**This is a residential and City Park neighborhood**

### **G. Other Environmental Resources**

1. Farmland Preservation: Will proposed project site involve conversion of any existing farmland to another use? *To determine go to:*

<http://web5.co.snohomish.wa.us/propsys/Asr-Tr-PropInq/PrpInq01-Entry.asp>. **Describe how the determination was made and provide all documentation.**

Yes      X No

**This project is for remodeling existing buildings only.**

2. Coastal Zone Management: Is proposed project site situated within a shoreline zone regulated under the Snohomish County Shoreline Management Master Program, or a municipality's shoreline regulations under the State Shorelines Management Act?

**Describe how the determination was made and provide all documentation.**

Yes      X No

**Determination from Chapter 5, section 10, subsection A = Sultan Shorelines Master Program. Adopted June 28, 2007.**

### **PART III**

#### **Attach the following documents with the application FOR ALL PROJECTS:**

- ◆ Copy of the *Thomas Brothers Guide* page, with the site location marked. (Write the Edition and Year of the *Guide* in the margin.)
- ◆ Site plans and drawings (no larger than 11 x 17). If the project consists of new construction or rehabilitation include the original total square footage of the site plus square footage of new impervious surface to be added.
- ◆ **If the project requires a zoning change**, attach a signed zoning confirmation letter from the project site jurisdiction's planning department. The letter must include sufficient detail to confirm the approval is for the specific proposed use of the site.
- ◆ A detailed history of the property use of the proposed project location.
- ◆ Attach all available environmental project and site studies, investigations, reports, and project plans; including Environmental Site Assessments, wetlands or other biological investigations, hazardous materials investigations, soils and other geotechnical studies, planning reports, engineering reports, noise studies, traffic studies, etc.

- ◆ Submit one or more photos or aerial map identifying the location of the project site with the original application. **Note:** See <http://www.topozone.com/> or <http://gis.co.snohomish.wa.us/maps/property/index.htm>

#### **PART IV**

Acquisition of land, whether vacant or occupied by buildings, new construction or substantial rehabilitation projects require a Phase I Environmental Site Assessment. A Phase I Environmental Site Assessment is a professionally written assessment evaluating any hazards that may be on the land or in buildings (asbestos, lead based paint), historical use of the property or building, and any other possible hazards in the vicinity of the property. **This assessment is helpful at application time, but is not required until funding is approved.**

**The following information IS NOT required at the time of application. It provides information regarding the Endangered Species Act and explains what will be required to satisfy the NEPA requirements if your project is approved for funding.**

- ◆ **Acquisition of vacant land, substantial rehabilitation, conversion and/or new construction project(s) will require the following information once funding is approved** in order to address possible impacts to Endangered Species (ESA):

Projects receiving federal funds via HUD-funded grants require analysis of the project's effect on federally listed species (threatened and endangered). This review requires a No Effect letter (NE letter) or a biological assessment (BA) if a potential effect exists.

You may contact Terri Wentworth-Davis in Public Works at 425-388-3488, ext. 2337 and she can help you decide whether you need to have a No Effect letter written or BA prepared. **Or, you may** hire a consultant to write a No Effect letter or BA.

If you send a No Effect letter and it is determined that the project would have an effect on listed species, then a BA will be required of the applicant, and formal consultation with NOAA Fisheries and USFWS are also required.

If a No Effect letter is written by a consultant, and it contains all of the required elements to support a "No Effect" determination, Public Works will then write a concurrence memo. **If any information contained in the letter is not accurate or missing**, you'll have the opportunity to correct it.

The following information is usually contained in a NE letter:

- Detailed project description
- Are there wetlands or streams within 300 feet of the project?
- Are there any federally listed or proposed species present? Provide the lists in Appendices:
  - [http://www.fws.gov/westwafwo/se/se\\_list/snohomis.htm](http://www.fws.gov/westwafwo/se/se_list/snohomis.htm)
  - [http://www.nmfs.noaa.gov/pr/pdfs/species/esa\\_table.pdf](http://www.nmfs.noaa.gov/pr/pdfs/species/esa_table.pdf)
- Good vicinity map (not a Topo or USGS map)
- Good, clear photos

- Effects analysis (discuss why this project will have no effect on listed species)
- Is any vegetation being removed?
- How is stormwater runoff being treated?
- Detailed impervious surface information-
  - Existing square footage
  - Additional square footage
  - Total square footage after construction
  - Type of impervious surface; non-pollution generating (ie sidewalk) or pollution generating (parking lot, road)
- Legible drawings (other than for rehabilitation projects where no additional impervious surface is added)- preferably 11"x17"; must specifically address:
  - Temporary erosion and sediment control (TESC)
  - Stormwater drainage plans
  - 1-2 pages of the site/construction plan

**Once all the necessary documentation is received, Public Works will conduct their review. All projects are different and are reviewed on a case-by-case situation. You may be contacted for clarification, additional information and to schedule a site visit.**

#### **Websites with Relevant Information**

On the WSDOT website below, halfway down the page under *The Endangered Species Act and Biological Assessments* title, there is a section about Biological Assessments. Discussed is detailed information on what to include and how to write BAs.

Part 1-3 of Washington Department of Transportation's advanced training manual is on this site. Part 3 has information on No Effect letters at the bottom of the page.

<http://www.wsdot.wa.gov/Environment/Biology/BA/default.htm>

This website connects to specific information about listed species.

<http://www.wsdot.wa.gov/Environment/Biology/BA/infogathering.htm>

Two-page information sheet on the basics of the Endangered Species Act

[http://www.fws.gov/endangered/pubs/ESA%20basics\\_050806.pdf](http://www.fws.gov/endangered/pubs/ESA%20basics_050806.pdf)

25-page brochure entitled *Why Save Endangered Species.*

[http://www.fws.gov/endangered/why\\_save\\_end\\_species\\_july\\_2005.pdf](http://www.fws.gov/endangered/why_save_end_species_july_2005.pdf)

Two-page information sheet about the Section 7 consultation process.

<http://www.fws.gov/endangered/consultations/consultations.pdf>

Website with WSDOT-trained consultants or click on their link for Qualifications shown on the main page about writing BAs (see first website).

[http://www.wsdot.wa.gov/NR/rdonlyres/B80C1F18-3060-4D10-ABAE-B8F74220A125/0/BA\\_writers.pdf](http://www.wsdot.wa.gov/NR/rdonlyres/B80C1F18-3060-4D10-ABAE-B8F74220A125/0/BA_writers.pdf)

- Check the WSDOT website for certified Biological Assessment and No Effect letter writers
- Be specific about what you want the consultant to do
- What is the consultant's special area of expertise?
- What is the consultant's knowledge of the industry?
- Ask for a sample of the consultant's work
- Ask for references
- Ask the reference if they were satisfied with the consultant's work
- Check with clients not listed as references
- Provide a timeline
- Negotiate the price
- Request a specific price

## ATTACHMENT A

### Community Development Block Grant (CDBG) Public Facilities and Infrastructure Application Checklist (this document is required as part of a complete application)

- 1. Completed Application for funding and Applicant Authorization.
- 2. Project Budget Form Attachment E.
- 3. Copy of Board/City Council minutes or Board/City Council Resolution approving the application for funding and designating authorized individual to negotiate and contractually bind agency.
- N/A** 4. Copy of Articles of Incorporation (provided a copy of the determination letter in the last five-years.)
- N/A** 5. Proof of 501(c) (3) status with IRS (provided a copy of the determination letter.)
- N/A** 6. Current Copy of By-Laws (non-profits if the by-laws have been revised since last application was submitted)
- 7. Current Board of Directors list (non-profits only)
- 8. Current Organizational chart (non-profits only)
- 9. Resumes of Executive Director, Chief Fiscal Officer and Chief Program Administrator (non-profits only)
- 10. Most recent audit with management letter
- 11. Service Area Map (for area benefit projects)
- 12. Evidence of site control (if applicable)
- 13. Client Intake Form (applicable to direct benefit projects)
- N/A** 14. Letters of funding commitment (if applicable)
- N/A** 15. Architectural Drawings (if available)
- N/A** 16. Construction Specifications (if available)
- N/A** 17. Title Report (if applicable)
- N/A** 18. Appraisals (if applicable and available)
- 19. Letters of support

### **Environmental Assessment Attachments**

- 20. Copy of Thomas Brother's Guide page with site location marked
- 21. Site Plan
- 22. Signed zoning confirmation letter
- 23. Brief history of the property use
- 24. List of all available project and site studies
- 25. Photographs or aerial photos of existing site
- 26. Phase one environmental for acquisition of land, new construction, or substantial rehabilitation if available. If not available, OHHCD staff will advise if required.
- 27. Completed Environmental Review Supplemental Application with the supporting documentation for questions in sections A through G.
- 28. Relocation Plan (if applicable)
- 29. Hazardous materials survey/assessment summary (if applicable)

## ATTACHMENT B

SNOHOMISH COUNTY  
OFFICE OF HOUSING, HOMELESSNESS AND COMMUNITY DEVELOPMENT  
2005-2009 CONSOLIDATED PLAN

NON-HOUSING COMMUNITY DEVELOPMENT STRATEGIES AND OBJECTIVES  
APPLICABLE TO PUBLIC FACILITIES AND INFRASTRUCTURE PROJECTS

The following is an excerpt from the Consolidated Plan for 2005-2009 for assistance in completing the application:

Community Development Strategies and Objectives

### **Priority: Community Facilities**

**STRATEGY CD-1.** To provide a suitable living environment for, and expand the economic opportunities available to, persons of low- and moderate-income and to special needs populations, Snohomish County will address the public facility needs, prioritized at the municipal and community level, of low-income households and predominately low- and moderate-income neighborhoods and communities, and other HUD-eligible populations throughout the County.

*Objective PFO-1:* Support rehabilitation projects designed to bring up to 15 public facilities into compliance with the Americans with Disabilities Act accessibility standards.

*Objective PFO-2:* Support construction, repair and rehabilitation of up to 7 senior centers.

*Objective PFO-3:* Construct and/or rehabilitate up to 10 public facilities which will principally benefit low- and moderate-income households, special needs populations, the homeless and those at risk of homelessness or abuse.

*Objective PFO-4:* Support construction or rehabilitation of up to 10 neighborhood facilities to principally benefit low- and moderate-income neighborhoods.

*Objective PFO-5:* Amended

*Objective PFO-6:* Amended

*Objective PFO-7:* Support up to 15 other Public facility projects including but not limited to parks and recreation, solid waste, food banks, and fire stations to principally benefit low- and moderate-income persons in low/moderate income geographical areas.

### **Priority: Infrastructure**

**STRATEGY CD-2.** In order to provide for the health, safety and welfare of Snohomish County's low- and moderate-income neighborhoods, Snohomish County will address the

unmet basic infrastructure needs, prioritized at the municipal and community levels, of low- and moderate-income households and predominately low- and moderate-income neighborhoods and communities throughout the county.

Objective IO-1: Support up to 25 street improvement projects which will benefit neighborhoods with a predominance of low- and moderate-income households.

Objective IO-2: Support up to 10 sidewalk rehabilitation projects in neighborhoods with a predominance of low- and moderate-income households and/or which promote accessibility and mobility for the disabled.

Objective IO-3: Support up to 10 other infrastructure projects, including but not limited to, water/sewer projects, flood drain improvements and other eligible flood mitigation needs to principally benefit low- and moderate-income households and the other HUD formula-grant eligible populations.

Objective IO-4: Amended.

## ATTACHMENT C

Countywide Planning Policies  
Cited in Evaluation Criteria  
CDBG Public Facilities and Infrastructure Projects  
Long Range Planning Division/PDS  
2007 Funding Round

- OD-1 Promote development within urban growth areas in order to use land efficiently, add certainty to capital facility planning, and allow timely and coordinated extension of urban services and utilities for new development.
- OD-6 Encourage policies to ensure the capital facility plans of jurisdictions within the UGA will provide adequate LOS for planned growth.
- OD-10 Encourage policies that allow for infill and redevelopment of suitable areas in accordance with local comprehensive plans.
- TR-4 ... Adequate access to and circulation for public service and public transportation vehicles will be part of the planning for ... subsequent development.
- TR-5 Develop a system of interconnected walkways and bikeways ...
- UG-12 Where possible, locate new human services facilities near access to transit to promote service delivery at affordable cost.
- HO-8 Implement policies and programs that encourage the upgrading of neighborhoods and the rehabilitation and preservation of the supply of existing affordable housing, including but not limited to mobile home park housing, single room occupancy (SRO) housing, and manufactured housing.

**ATTACHMENT D**

**HUD Guidelines**

<b>HUD Income Limits Effective February 2008</b>				
<b>Household Size</b>	<b>30% Area Median Income</b>	<b>50% Area Median Income</b>	<b>60% Area Median Income</b>	<b>80% Area Median Income</b>
1	\$17,100	\$28,500	\$34,200	\$43,050
2	\$19,500	\$32,550	\$39,060	\$49,200
3	\$21,950	\$36,650	\$43,980	\$55,350
4	\$24,400	\$40,700	\$48,840	\$61,500
5	\$26,350	\$43,950	\$52,740	\$66,400
6	\$28,300	\$47,200	\$56,640	\$71,350
7	\$30,250	\$50,450	\$60,540	\$76,250
8	\$32,200	\$53,700	\$64,440	\$81,200

**EXHIBIT E "BUDGET"**

### Sultan Boys & Girls Club & Day Care

		Total Project Costs	CDBG Funds Requested	Other Funds and/or In-kind Contributions	Sources of Other Funds and In- kind Contributions
<b>I.</b>	<b>Environmental Review, Reports or Studies</b>				
	<i>Subtotal Environmental Review Costs</i>				
<b>II.</b>	<b>Property Acquisition Costs</b>				
	Purchase Price				
	Closing Costs				
	Other Acquisition Costs				
	<i>Subtotal Property Acquisition Costs</i>				
<b>III.</b>	<b>Construction Costs</b>				
	Mobilization	\$39,700			
	Basic Construction Costs	\$230,400			
	+ 20% Prevailing Wage	\$23,100			
	<i>Subtotal Construction Costs</i>	\$293,200			
<b>IV.</b>	<b>Professional Fees</b>				
	Bonds & Insurance	\$12,200			
	Architect/Mechanical/ Electrical @ 7%	\$25,634			
	<i>Subtotal Professional Fees</i>	\$37,834			
<b>V.</b>	<b>Other Development Costs</b>				
	10% Contingency	\$30,600			
	9% Washington State Sales Tax	\$30,200			
	<i>Subtotal Other Development Costs</i>	\$60,800			
<b>I.</b>	<b>Environmental Review Costs</b>				
<b>II.</b>	<b>Property Acquisition Costs</b>				
<b>III.</b>	<b>Construction Costs</b>	\$293,200			
<b>IV.</b>	<b>Professional Fees</b>	\$37,834			
<b>V.</b>	<b>Other Development Costs</b>	\$60,800			
	<b>BUILDING TOTAL COSTS:</b>	\$391,834			