Everett City Council Agenda
6:30 P.M. March 30, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: March 23, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) Downtown Parking Study.

(2) Grant final plat approval for the Alpine Heights Unit Lot Subdivision.

Documents: Alpine Heights.pdf

(3) Waive immaterial irregularity and award the construction contract for the synthetic turf replacement and renovation project on Kasch Park multipurpose fields 2 and 3 to Premier Field Development in the amount of $2,860,100.00 plus Washington State sales tax.

Documents: Premier field.pdf

(4) Authorize the Mayor to sign the State Capital Construction Grant Agreement

Documents: Broadway Bus.pdf

PROPOSED ACTION ITEMS:

(5) CB 1603-13 – 2nd Reading – Adopt the Proposed Ordinance expanding the Multiple Family Property Tax Exemption Area, and amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78) (3rd and final reading and public hearing on 4-6-16).

Documents: CB 1603-13.pdf

(6) CB 1603-14– 2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled "Kasch Park Multipurpose Fields 2 and 3- Replacement and Renovation," Fund 354, Program 049, to accumulate all costs for the Improvement Project. (3rd and final reading on 4-6-16).

Documents: CB 1603-14.pdf

CONSENT ITEMS:

(7) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $1,324,702.12 for the period of March 12, 2016 through March 18, 2016.

Documents: res-80.pdf

(8) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $6,807,687.25 for the period of December 1, 2015 through December 31, 2015.

Documents: Dec elec.pdf

(9) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $6,064,248.81 for the period of January 1, 2016 through January 31, 2016.

Documents: Jan elec.pdf

(10) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $6,200,160.03 for the period of February 1, 2016 through February 29, 2016.

Documents: Feb elec.pdf

(11) Authorize the closure of California Street between Wetmore Avenue and Colby Avenue on April 23, 2016, 3 p.m. to 7 p.m., for a Community BBQ sponsored by Trinity Lutheran College.

Documents: Trinity.pdf

ACTION ITEMS:

(12) CB 1603-12– 3rd and final Reading – Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

Documents: CB 1603-12.pdf

(13) Adopt Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Documents: listed vehicles.pdf

(14) Authorize the Mayor to sign Amendment to contract documents, Enterprise Software Assurance Agreement with Microsoft Corporation, for the Visio purchases and software updates, for an annual cost less than $1500.00 including Washington State sales tax.

Documents: visio.pdf

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

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at 425 257-8703.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Final Plat Approval for the Alpine Heights Unit Lot Subdivision

3-30-16	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Planning
	Consent	Contact Person	Allan Giffen
4-6-16	Action	Phone Number	425-257-8725
	First Reading	FOR AGENDA OF	March 30, 2016
	Second Reading		April 6, 2016
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
Formerly 7828 Broadway	Preliminary plat approval: n April 10, 2015	Plat Map	Planning, Public Works, Legal

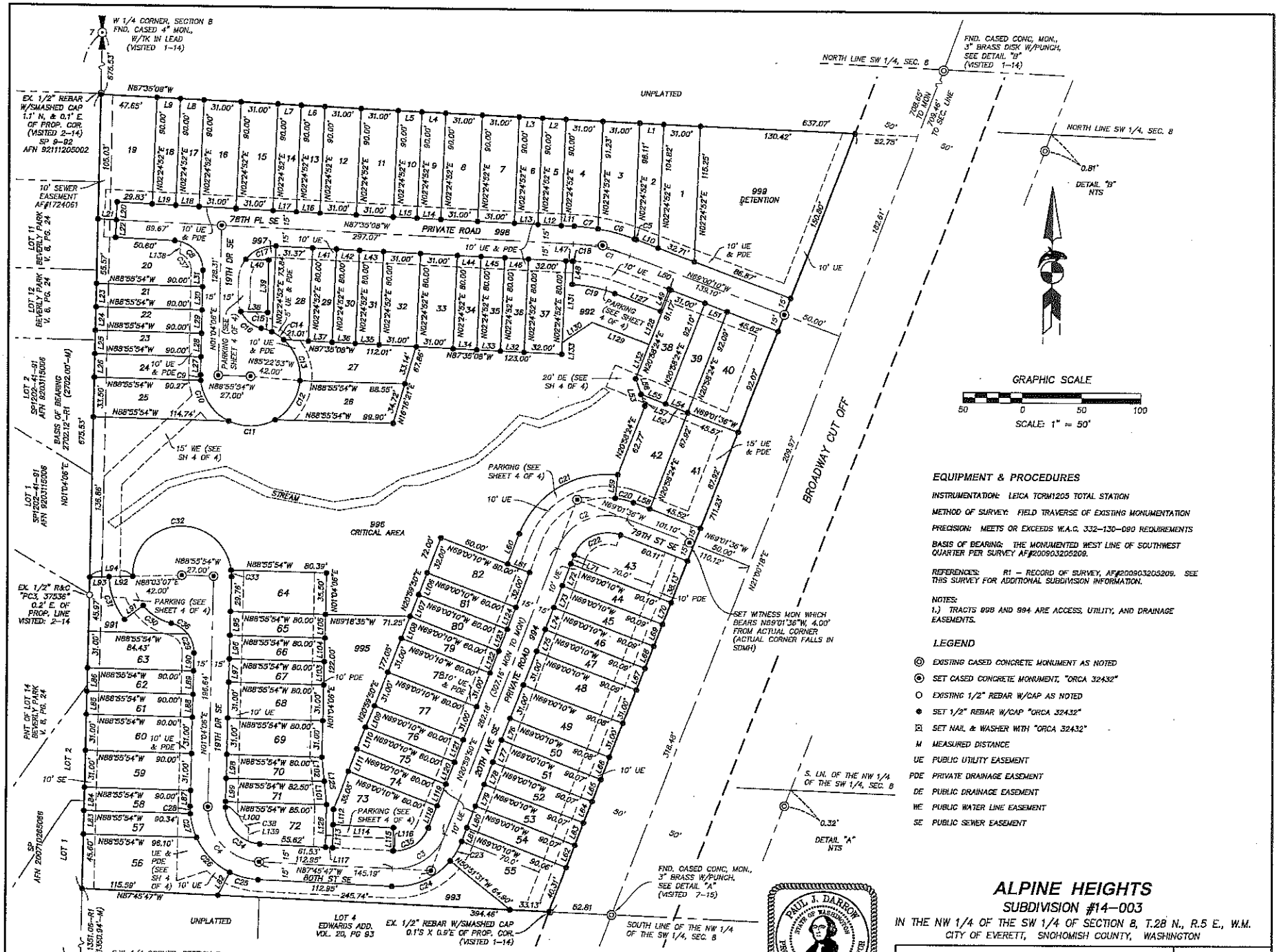
Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT

The applicant, Darin Huseby, requests final plat approval for the plat of Alpine Heights, a unit lot subdivision located at 7828 Broadway Avenue. This is the second plat to be developed under the Unit Lot Subdivision process authorized by the City Council under Ordinance No. 3377-14, subdividing about an eight acre site into 82 lots for single family attached dwelling units. The preliminary approval of the subdivision was granted by the City's Hearing Examiner on April 10, 2015.

All required improvements have been installed or bonded to the satisfaction of the Planning and Public Works departments. All required covenants have been reviewed and approved by the Legal Department.

RECOMMENDATION (Exact action requested of Council):
Grant final plat approval for the Alpine Heights Unit Lot Subdivision.



EQUIPMENT & PROCEDURES

INSTRUMENTATION: LEICA TCRM1205 TOTAL STATION

METHOD OF SURVEY: FIELD TRAVERSE OF EXISTING MONUMENTATION

PRECISION: MEETS OR EXCEEDS W.A.C. 332-130-090 REQUIREMENTS

BASIS OF BEARING: THE MONUMENTED WEST LINE OF SOUTHWEST QUARTER PER SURVEY AF#200903205209.

REFERENCES: R1 – RECORD OF SURVEY, AF#200903205209. SEE THIS SURVEY FOR ADDITIONAL SUBDIVISION INFORMATION.

NOTES:
1.) TRACTS 998 AND 994 ARE ACCESS, UTILITY, AND DRAINAGE EASEMENTS.

LEGEND

- EXISTING CASED CONCRETE MONUMENT AS NOTED
- SET CASED CONCRETE MONUMENT, "ORCA 32432"
- EXISTING 1/2" REBAR W/CAP AS NOTED
- SET 1/2" REBAR W/CAP "ORCA 32432"
- SET NAIL & WASHER WITH "ORCA 32432"
- M MEASURED DISTANCE
- UE PUBLIC UTILITY EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT
- DE PUBLIC DRAINAGE EASEMENT
- WE PUBLIC WATER LINE EASEMENT
- SE PUBLIC SEWER EASEMENT

ALPINE HEIGHTS

SUBDIVISION #14-003

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T.28 N., R.5 E., W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

PAUL J. DARROW — STATE OF WASHINGTON — 50697 REGISTERED PROFESSIONAL LAND SURVEYOR

A.F. NO. _____

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

JOB NO. 2013-123
DATE: 3/03/16
DWG BY: K.G./AP
SHEET 3 of 4

LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID TRUE POINT BEING THE IRON PIPE MONUMENT;

THENCE SOUTH 89°37'50" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SOUTHEAST QUARTER FOR A DISTANCE OF 341.52 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 0°54'17" WEST FOR A DISTANCE OF 674.12 FEET;

THENCE NORTH 89°26'40" WEST FOR A DISTANCE OF 340.61 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 00°49'30" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 675.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT ANY ENCROACHMENT OF THE PLAT OF BEVERLY PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 24, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°37'50" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 225.00 FEET;

THENCE NORTH 0°49'30" WEST ALONG A LINE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER FOR 175.00 FEET;

THENCE NORTH 89°37'50" WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 225.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 0°49'30" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 175.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF BROADWAY EXTENSION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH 89°37'50" EAST 341.52 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°54'17" WEST 680 FEET, MORE OR LESS;

THENCE EAST 299 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BROADWAY EXTENSION;

THENCE SOUTH 19°07'10" WEST ALONG SAID WESTERLY RIGHT OF WAY 718 FEET, MORE OR LESS;

THENCE NORTH 89°37'50" WEST 53.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°37'50" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 225.00 FEET;

THENCE NORTH 0°49'30" WEST ALONG A LINE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR 175.00 FEET;

THENCE NORTH 89°37'50" WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER FOR 225.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER;

THENCE SOUTH 0°49'30" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 175.0 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT BEING A STRIP OF LAND 20 FEET IN WIDTH MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH 89°37'50" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 225.0 FEET;

THENCE NORTH 0°49'30" WEST ALONG A LINE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER FOR 127.2 FEET TO THE CENTERLINE OF AN EXISTING ROADWAY THE TRUE POINT OF BEGINNING;

THENCE ALONG THE CENTER-LINE OF SAID EXISTING ROADWAY, NORTH 76°09' EAST FOR 215.9 FEET;

THENCE SOUTH 70°53' EAST FOR 23.04 FEET TO THE WESTERLY RIGHT OF WAY BOUNDARY OF THE BROADWAY CUTOFF, THE END OF THIS DESCRIPTION.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LINE TABLE

LINE	LENGTH	BEARING
L1	20.00	N87°35'08"W
L2	20.00	N87°35'08"W
L3	20.00	N87°35'08"W
L4	20.00	N87°35'08"W
L5	20.00	N87°35'08"W
L6	20.00	N87°35'08"W
L7	20.00	N87°35'08"W
L8	20.00	N87°35'08"W
L9	20.00	N87°35'08"W
L10	19.52	N89°00'10"W
L11	16.91	N87°35'08"W
L12	20.00	N87°35'08"W
L13	20.00	N87°35'08"W
L14	20.00	N87°35'08"W
L15	20.00	N87°35'08"W
L16	20.00	N87°35'08"W
L17	20.00	N87°35'08"W
L18	20.00	N87°35'08"W
L19	20.00	N87°35'08"W
L20	15.00	N02°24'52"E
L21	15.36	N87°35'08"W
L22	15.00	N02°24'52"E
L23	20.00	N01°04'06"E
L24	20.00	N01°04'06"E
L25	20.00	N01°04'06"E
L26	20.00	N01°04'06"E
L27	15.21	N01°04'06"E
L28	20.00	N01°04'06"E
L29	20.00	N01°04'06"E
L30	20.00	N01°04'06"E
L31	14.03	N01°04'06"E
L32	20.00	N87°35'08"W
L33	20.00	N87°35'08"W
L34	20.00	N87°35'08"W
L35	20.00	N87°35'08"W
L36	20.00	N87°35'08"W
L37	20.00	N87°35'08"W
L38	22.46	N88°55'54"W
L39	45.00	N01°04'06"E
L40	19.36	N88°55'54"W
L41	20.00	N87°35'08"W
L42	20.00	N87°35'08"W
L43	20.00	N87°35'08"W
L44	20.00	N87°35'08"W
L45	20.00	N87°35'08"W
L46	20.00	N87°35'08"W
L47	5.63	N87°35'08"W
L48	20.00	N02°43'58"E
L49	20.00	N20°59'50"E
L50	1.55	N89°00'10"W
L51	20.00	N89°00'10"W
L52	42.00	N89°01'36"W
L53	24.43	N18°29'45"W
L54	20.00	N89°01'36"W
L55	22.00	N89°01'36"W
L56	14.17	N18°29'45"W
L57	10.28	N18°29'45"W
L58	14.61	N89°01'36"W
L59	20.00	N05°51'38"E
L60	27.85	N20°59'50"E
L61	20.00	N89°00'10"W
L62	20.00	N21°00'18"E
L63	20.00	N21°00'18"E
L64	20.00	N21°00'18"E
L65	20.00	N21°00'18"E
L66	20.00	N21°00'18"E
L67	20.00	N21°00'18"E
L68	20.00	N21°00'18"E
L69	20.00	N21°00'18"E
L70	20.00	N21°00'18"E

LINE TABLE

LINE	LENGTH	BEARING
L71	8.11	N20°59'50"E
L72	20.00	N20°59'50"E
L73	20.00	N20°59'50"E
L74	20.00	N20°59'50"E
L75	20.00	N20°59'50"E
L76	20.00	N20°59'50"E
L77	20.00	N20°59'50"E
L78	20.00	N20°59'50"E
L79	20.00	N20°59'50"E
L80	20.00	N20°59'50"E
L81	12.07	N20°59'50"E
L82	21.90	N25°55'38"E
L83	20.00	N01°04'06"E
L84	20.00	N01°04'06"E
L85	20.00	N01°04'06"E
L86	20.00	N01°04'06"E
L87	13.64	N01°04'06"E
L88	20.00	N01°04'06"E
L89	20.00	N01°04'06"E
L90	15.27	N01°04'06"E
L91	20.01	N83°03'40"E
L92	20.00	N88°11'20"E
L93	16.10	N88°11'20"E
L94	36.10	N88°11'20"E
L95	20.00	N01°04'06"E
L96	20.00	N01°04'06"E
L97	20.00	N01°04'06"E
L98	20.00	N01°04'06"E
L99	20.00	N01°04'06"E
L100	4.88	N01°04'06"E
L101	20.16	N06°03'24"W
L102	20.16	N06°03'24"W
L103	20.00	N01°04'06"E
L104	20.00	N01°04'06"E
L105	20.00	N01°04'06"E
L106	20.00	N20°59'50"E
L107	20.00	N20°59'50"E
L108	20.00	N20°59'50"E
L109	20.00	N20°59'50"E
L110	20.00	N20°59'50"E
L111	20.00	N20°59'50"E
L112	13.15	N01°04'06"E
L113	19.00	N01°04'06"E
L114	51.01	N87°45'47"W
L115	19.00	N01°04'06"E
L116	0.41	N87°45'47"W
L117	5.91	N87°45'47"W
L118	20.33	N20°59'50"E
L119	20.00	N20°59'50"E
L120	20.00	N20°59'50"E
L121	20.00	N20°59'50"E
L122	20.00	N20°59'50"E
L123	20.00	N20°59'50"E
L124	20.00	N20°59'50"E
L125	40.32	N06°03'24"W
L126	36.00	N01°04'06"E
L127	40.93	N89°00'10"W
L128	49.92	N20°58'24"E
L129	51.29	N89°00'10"W
L130	30.59	N55°19'57"E
L131	70.00	N02°24'52"E
L132	31.25	N20°58'24"E
L133	10.00	N02°24'52"E
L138	10.35	N02°24'52"E
L139	10.96	N02°14'13"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	48.65	150.00	18°34'58"	24.54
C2	70.67	45.00	89°58'34"	44.98
C3	55.95	45.00	71°14'23"	
C4	69.77	45.00	88°49'53"	
C5	1.58	165.00	0°32'49"	
C6	31.60	165.00	11°02'37"	
C7	20.14	165.00	6°59'32"	
C8	38.68	25.00	88°39'14"	
C9	4.80	42.00	6°32'57"	
C10	43.39	42.00	59°11'19"	
C11	40.31	42.00	54°59'48"	
C12	40.84	42.00	55°42'55"	
C13	39.91	42.00	53°12'36"	
C14	12.10	42.00	16°30'31"	
C15	9.27	42.00	12°38'37"	
C16	23.02	25.00	52°45'22"	
C17	29.14	30.00	55°39'15"	
C18	0.75	135.00	0°19'06"	
C19	36.66	115.00	18°15'52"	
C20	15.83	60.00	15°06'46"	
C21	104.53	80.00	74°51'48"	
C22	47.11	30.00	89°58'34"	
C23	19.00	60.00	18°08'39"	
C24	55.60	60.00	53°05'44"	
C25	24.81	60.00	23°41'25"	
C26	40.92	60.00	39°04'48"	
C27	20.92	60.00	19°58'36"	
C28	6.37	60.00	6°05'04"	
C29	17.01	25.00	38°59'07"	
C30	28.68	42.00	39°07'28"	
C31	39.14	62.00	36°10'24"	
C32	128.40	42.00	175°09'57"	
C33	5.75	42.00	7°51'03"	
C34	46.51	30.00	88°49'53"	
C35	37.30	30.00	71°14'23"	
C36	17.38	25.00	39°48'36"	
C37	16.11	15.00	69°10'37"	
C38	20.54	20.00	58°49'53"	

AREA TABLE

LOT OR TRACT	AREA SF
1	3,411
2	2,029
3	2,918
4	2,798
5	1,800
6	1,800
7	2,790
8	2,790
9	1,800
10	1,800
11	2,790
12	2,790
13	1,800
14	1,800
15	2,790
16	2,790
17	1,800
18	1,800
19	4,426
20	3,657
21	1,800
22	1,800
23	1,800
24	1,800
25	3,280
26	3,028
27	3,222
28	2,474
29	1,600
30	1,600
31	1,600
32	2,480
33	2,480
34	1,600
35	1,600
36	1,600
37	2,560
38	2,806
39	1,842
40	4,198
41	4,004
42	3,116
43	3,241
44	1,602
45	1,802
46	1,802
47	1,802
48	2,793
49	2,792
50	1,802

AREA TABLE

LOT OR TRACT	AREA SF
51	1,801
52	1,801
53	1,801
54	1,801
55	3,878
56	5,280
57	1,852
58	1,801
59	2,790
60	2,790
61	1,800
62	1,800
63	2,762
64	2,841
65	1,800
66	1,600
67	1,600
68	2,480
69	2,480
70	1,625
71	1,675
72	2,802
73	3,192
74	1,600
75	1,600
76	1,600
77	2,480
78	2,480
79	1,600
80	1,600
81	1,600
82	2,560
991	1,756
992	2,819
993	4,261
994	33,634
995	6,890
996	63,885
997	732
998	28,435
999	14,065

STREET ADDRESS TABLE

LOT	NUMBER	STREET
1	2015	78TH PL SE
2	2013	78TH PL SE
3	2011	78TH PL SE
4	2007	78TH PL SE
5	2005	78TH PL SE
6	2003	78TH PL SE
7	2001	78TH PL SE
8	1927	78TH PL SE
9	1925	78TH PL SE
10	1923	78TH PL SE
11	1921	78TH PL SE
12	1917	78TH PL SE
13	1915	78TH PL SE
14	1913	78TH PL SE
15	1911	78TH PL SE
16	1907	78TH PL SE
17	1905	78TH PL SE
18	1903	78TH PL SE
19	1901	78TH PL SE
20	7802	19TH DR SE
21	7804	19TH DR SE
22	7806	19TH DR SE
23	7808	19TH DR SE
24	7810	19TH DR SE
25	7812	19TH DR SE
26	7811	19TH DR SE
27	7809	19TH DR SE
28	1914	78TH PL SE

STREET ADDRESS TABLE

LOT	NUMBER	STREET
29	1916	78TH PL SE
30	1918	78TH PL SE
31	1920	78TH PL SE
32	1922	78TH PL SE
33	1926	78TH PL SE
34	1928	78TH PL SE
35	2002	78TH PL SE
36	2004	78TH PL SE
37	2006	78TH PL SE
38	2016	78TH PL SE
39	2018	78TH PL SE
40	2020	78TH PL SE
41	2017	79TH ST SE
42	2015	79TH ST SE
43	7901	20TH AVE SE
44	7903	20TH AVE SE
45	7905	20TH AVE SE
46	7907	20TH AVE SE
47	7909	20TH AVE SE
48	7911	20TH AVE SE
49	7915	20TH AVE SE
50	7917	20TH AVE SE
51	7919	20TH AVE SE
52	7921	20TH AVE SE
53	7923	20TH AVE SE
54	7925	20TH AVE SE
55	7927	20TH AVE SE
56	7926	19TH DR SE

STREET ADDRESS TABLE

LOT	NUMBER	STREET
57	7924	19TH DR SE
58	7922	19TH DR SE
59	7920	19TH DR SE
60	7916	19TH DR SE
61	7914	19TH DR SE
62	7912	19TH DR SE
63	7910	19TH DR SE
64	7905	19TH DR SE
65	7907	19TH DR SE
66	7909	19TH DR SE
67	7911	19TH DR SE
68	7913	19TH DR SE
69	7917	19TH DR SE
70	7919	19TH DR SE
71	7921	19TH DR SE
72	7923	19TH DR SE
73	7926	20TH AVE SE
74	7924	20TH AVE SE
75	7922	20TH AVE SE
76	7920	20TH AVE SE
77	7918	20TH AVE SE
78	7914	20TH AVE SE
79	7912	20TH AVE SE
80	7910	20TH AVE SE
81	7908	20TH AVE SE
82	7906	20TH AVE SE

SURVEYOR'S NOTE

FIELD WORK, NOTES, RESEARCH AND BOUNDARY COMPUTATIONS FOR THIS PROJECT, PREPARED BY JACK W. TURPIN, PLS 32432, HAVE BEEN REVIEWED BY ME AND I NOW ACCEPT RESPONSIBILITY FOR LOT CORNERS, BOUNDARY CORNERS AND CENTERLINE MONUMENT POSITIONS, SET FOR THIS PROJECT, STAMPED WITH HIS LICENSE NUMBER.

PAUL J. DARROW, PLS.

PAUL J. DARROW
STATE OF WASHINGTON
50697
REGISTERED
PROFESSIONAL LAND SURVEYOR

A.F. NO. _____

ALPINE HEIGHTS

SUBDIVISION #14-003

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T.28 N., R.5 E., W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1618

JOB NO. 2013-123
DATE: 3/03/16
DWG BY: K.G./AP
SHEET 2 of 4

DECLARATION OF SUBDIVISION AND OF COVENANTS

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT, WE THE UNDERSIGNED, HAVING AN INTEREST IN THE REAL PROPERTY DESCRIBED BY THIS DECLARATION HEREBY DECLARE THIS PLAT AND CONVEY TO THE LOTS A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, AND UTILITIES OVER, UNDER AND ON ALL PRIVATE STREETS, AVENUES, AND PLACES AS SHOWN ON THE PLAT, AND HEREBY DECLARE AND GRANT EASEMENTS TO ANY WATER, SEWER, ELECTRIC, TELEPHONE, TELEVISION CABLE, GAS OR OTHER UTILITIES AS SHOWN ON THE PLAT PROVIDING SERVICE TO THIS SUBDIVISION OR OTHER PROPERTY. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE PRIVATE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PRIVATE ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF NY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER AND SHALL BE DONE IN ACCORDANCE WITH ANY PERMITS NEEDED FROM THE REGULATING GOVERNMENT AGENCY(S).

IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD CEASE TO BE INCORPORATION UNDER THE LAWS OF THE STATE OF WASHINGTON, AND AS REQUIRED BY THIS SECTION, SUCH ASSOCIATION SHALL CONTINUE AS AN UNINCORPORATED ASSOCIATION GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT (CHAPTER 64.38 RCW)(ORD. 3377-14 3 (PART), 2014.). ALL COMMON OPEN SPACE AND RECREATION AREAS AND ALL PRIVATE UTILITY INFRASTRUCTURE LOCATED WITHIN A UNIT LOT SUBDIVISION SHALL BE MAINTAINED IN PERPETUITY BY THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOMEOWNERS' ASSOCIATION, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

TRACTS 991 THROUGH 999 ARE HEREBY GRANTED AND CONVEYED TO THE ALPINE HEIGHTS HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF EVERETT. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE ALPINE HEIGHTS HOMEOWNERS' ASSOCIATION UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUE OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2016.

_____

DARIN HUSEBY, MANAGER
ALPINE HEIGHTS DEVELOPMENT, LLC,
A WASHINGTON LIMITED LIABILITY COMPANY

_____

HOMESTREET BANK,

BY: _____

ITS: _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DARIN HUSEBY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF ALPINE HEIGHTS DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: _____

SIGNATURE: _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

ACKNOWLEDGEMENTS (CONTINUED)

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF HOMESTREET BANK, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: _____

SIGNATURE: _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES _____

CONDITIONS AND RESTRICTIONS:

1. THERE SHALL BE NO CLEARING, GRADING, CUTTING OF VEGETATION, OR PLACEMENT OF STRUCTURES WITHIN THE CRITICAL AREA OR BUFFER OF TRACT 996, EXCEPT AS ALLOWED BY THE CITY OF EVERETT PLANNING DEPARTMENT UNDER EMC 19.37.

2. SUBJECT TO RESERVATIONS, RECITALS, COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN DEED, RECORDED UNDER AUDITOR'S FILE NUMBER 822365.

3. UPON CITY REVIEW OF THE SEWER EASEMENTS AS RECORDED UNDER AUDITOR'S FILE NUMBERS 1274059 AND 1724060, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. IT WAS DISCOVERED THAT THE EXISTING SEWER LINE AS CONSTRUCTED WITHIN THE BOUNDARY OF ALPINE HEIGHTS DID NOT FOLLOW THE ALIGNMENT OF THE EASEMENT THAT WAS RECORDED. UPON THE RECORDING OF ALPINE HEIGHTS A NEW SEWER EASEMENT HAS BEEN ESTABLISHED TO ENCOMPASS THE AS-BUILT LOCATION OF THE SEWER LINE. THIS SEWER EASEMENT HAS BEEN SHOWN ON THE FACE OF ALPINE HEIGHTS FINAL PLAT MAPS. THOSE PORTIONS OF THE EXISTING EASEMENTS AS RECORDED UNDER AUDITOR'S FILE NUMBERS 1274059 AND 1724060, RECORDS OF SAID COUNTY, WHERE THEY LIE WITHIN THE ALPINE HEIGHTS SUBDIVISION BOUNDARY, SHALL BE RELINQUISHED AND BECOME NULL AND VOID.

4. SUBJECT TO SANITARY SEWER EASEMENT, RECORDED UNDER AUDITOR'S FILE NUMBER 1724061.

5. SUBJECT TO NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES BY THE CITY OF EVERETT, RECORDED UNDER AUDITOR'S FILE NUMBER 8408230225.

6. SUBJECT TO ELECTRICAL EASEMENT, RECORDED UNDER AUDITOR'S FILE NUMBER 201508040679. INSUFFICIENT DATA TO PLOT.

7. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT OF ALPINE HEIGHTS AS RECORDED UNDER AUDITOR'S FILE NUMBER _____.

8. APPROVAL OF THE DESIGN AND LAYOUT OF THE DEVELOPMENT WAS GRANTED BY THE REVIEW OF THE DEVELOPMENT, AS A WHOLE, ON THE PARENT SITE BY THE DEVELOPMENT PLAN APPROVAL PROJECT FILE NUMBER 14-003.

9. SUBSEQUENT PLATTING ACTIONS, ADDITIONS OR MODIFICATIONS TO THE STRUCTURE(S) MAY NOT CREATE OR INCREASE ANY NONCONFORMITY OF THE PARENT SITE AS A WHOLE, AND SHALL CONFORM TO THE APPROVED SITE DEVELOPMENT PLAN.

10. IF A STRUCTURE OR PORTION OF A STRUCTURE HAS BEEN DAMAGED OR DESTROYED, ANY REPAIR, RECONSTRUCTION OR REPLACEMENT OF THE STRUCTURE(S) SHALL CONFORM TO THE APPROVED DEVELOPMENT PLAN.

11. THE INDIVIDUAL UNIT LOTS ARE NOT SEPARATELY BUILDABLE OUTSIDE OF THE CONTEXT OF THE APPROVED DEVELOPMENT PLAN FOR THE SUBDIVISION AND ADDITIONAL DEVELOPMENT OF THE INDIVIDUAL UNIT LOTS MAY BE LIMITED AS A RESULT OF THE APPLICATION OF DEVELOPMENT STANDARDS TO THE PARENT SITE. (ORD. 3377-14 § 3 (PART), 2014.)

A.F. NO. _____

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT OF ALPINE HEIGHTS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

_____

PAUL J. DARROW, P.L.S.
CERTIFICATE NUMBER 50697

_____
DATE

PAUL J. DARROW
STATE OF WASHINGTON
50697
REGISTERED
PROFESSIONAL LAND SURVEYOR

APPROVALS: SUBDIVISION NO. 14-003

THE CITY OF EVERETT HEREBY DETERMINES THAT THIS SUBDIVISION CONFORMS TO RCW 58.17 AND EMC TITLE 19 AND IS HEREBY APPROVED. NOTE: THE CITY OF EVERETT DOES NOT IN ANY WAY WARRANT NOR GUARANTEE THE ACCURACY OF THIS RECORD OF SURVEY.

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

_____

CITY OF EVERETT ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

_____

DIRECTOR, CITY OF EVERETT DEPARTMENT OF
PLANNING/COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____, 2016.

_____

CITY COUNCIL PRESIDENT

CITY TREASURER'S CERTIFICATE

I TREASURER OF THE CITY OF EVERETT, DO HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT ASSESSMENTS ON THE WITHIN DESCRIBED TRACT OF LAND HAVE BEEN FULLY AND DISCHARGED AS OF _____, 2016.

_____

TREASURER, CITY OF EVERETT

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

KIRKE SIEVERS
TREASURER, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF PAUL J. DARROW, THIS _____ DAY OF _____, 2016, AT _____ MINUTES PAST _____ M, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

CAROLYN WEIKEL
AUDITOR, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY AUDITOR

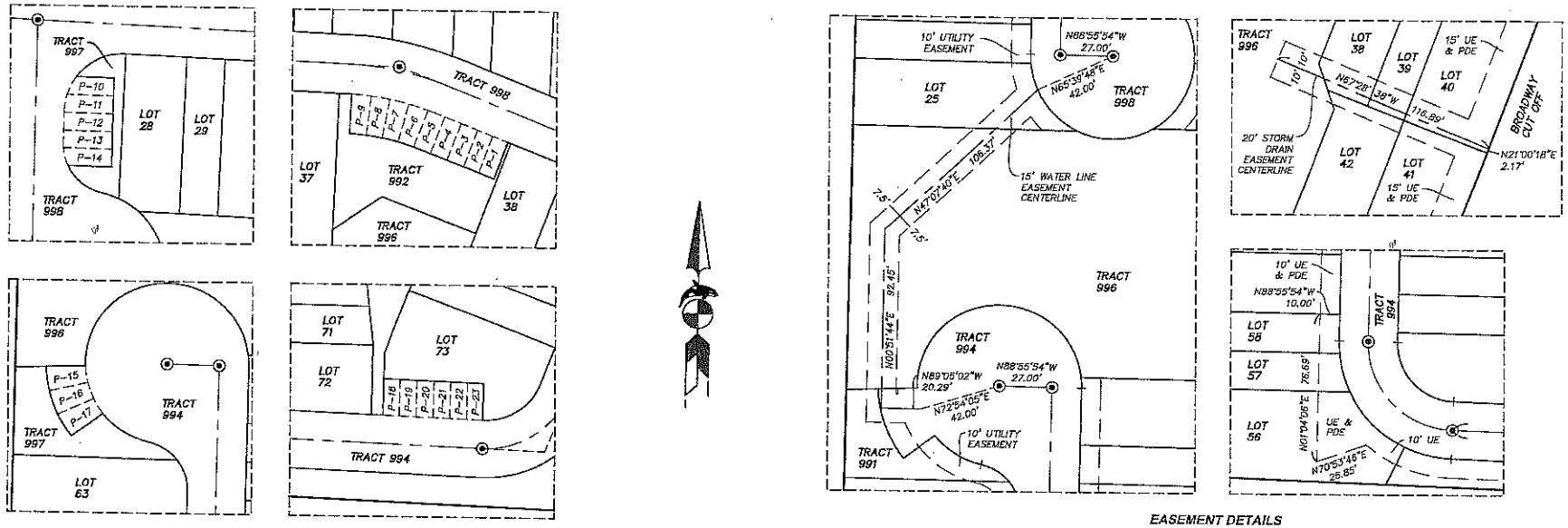
ALPINE HEIGHTS

SUBDIVISION #14-003

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T.28 N., R.5 E., W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

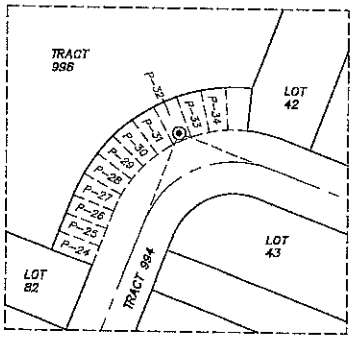
ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

JOB NO. 2013-123
DATE: 3/03/16
DWG BY: K.G./AP
SHEET 1 of 4



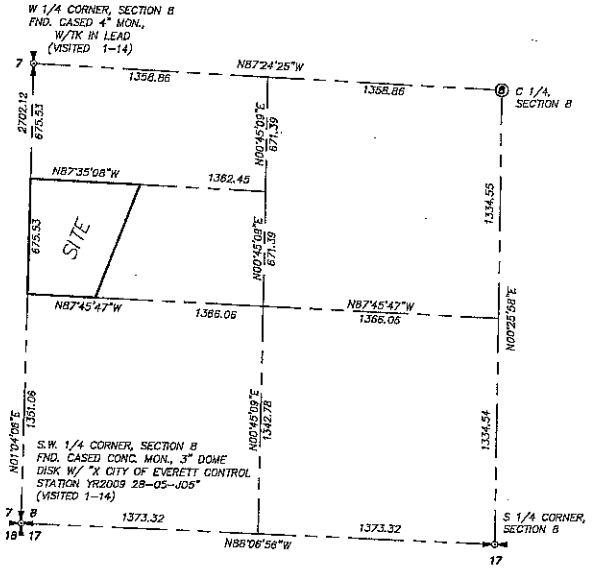
EASEMENT DETAILS

SCALE: 1" = 40'



PARKING DETAILS

SCALE: 1" = 40'



SECTION SUBDIVISION

PER ROS REFERENCED

SCALE: 1" = 500'

A.F. NO. _____

ALPINE HEIGHTS

SUBDIVISION #14-003

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 8, T.28 N., R.5 E., W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

PAUL J. DARROW
STATE OF WASHINGTON
50697
REGISTERED
PROFESSIONAL LAND SURVEYOR

ORCA Land Surveying
3805 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

JOB NO. 2013-123
DATE: 3/03/16
DWG BY: K.G./AP
SHEET 4 of 4

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Waive Immaterial Irregularity and Award the Construction Contract for the Synthetic Turf Replacement and Renovation Project at Kasch Park to Premier Field Development

3/30/16	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Parks
	Consent	Contact Person	Lori Cummings
	Action	Phone Number	425-257-8335
	First Reading	FOR AGENDA OF	March 30, 2016
	Second Reading		
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
8800 Airport Road	Council approval of a call for bids on November 4, 2015	Bid Summary	Administration, Parks, Legal

Amount Budgeted	$3,450,000.00	
Expenditure Required	$2,860,100.00 plus Washington State sales tax	Fund 354, Program 049
Budget Remaining		
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Bids for the synthetic turf replacement and renovation project to convert soccer Fields 2 and 3 at Kasch Park to multipurpose athletic fields were opened on March 8, 2016. Five bids were received (see attached bid summary).

The project includes turf removal, underlayment, drainage and accessibility improvements, lighting and field marking upgrades, and synthetic turf replacement. The engineer's estimate for the project, excluding sales tax, was $2,855,771.00. Staff has determined that Premier Field Development of Snohomish is the lowest responsive and responsible bidder in the amount of $2,860,100.00, plus Washington State sales tax.

The bid from Premier contained a minor irregularity. The bid instructions required that the bidder include signed copies of all bid addenda when bidding. This bid call had one addendum, and Premier did not include a signed copy of that addendum with its bid. However, Premier acknowledged receipt of the addendum on its bid proposal form, and used the updated forms from the addendum in its bid. Because of this, it is clear under state and federal procurement law that the omission is immaterial and the City may waive the irregularity and accept the Premier bid.

RECOMMENDATION (Exact action requested of Council):

Waive immaterial irregularity and award the construction contract for the synthetic turf replacement and renovation project on Kasch Park multipurpose fields 2 and 3 to Premier Field Development in the amount of $2,860,100.00, plus Washington State sales tax.

PARKS AND RECREATION
EVERETT

BID OPENING

FINAL RESULTS

***** PREMIER FIELD DEVELOPMENT INC *****

BID DUE DATE: MARCH 8, 2016

Name: Kasch Park Soccer Fields – Synthetic Turf Replacement Phase 2

Bid No: PW 160550

BIDDER	LOCATION	TURF VENDOR	TOTAL
Ohno Construction Co.	Seattle	Shaw	$3,273,900.00
Premier Field Development	Snohomish	Astroturf	$2,860,100.00
Hellas Construction, Inc	Mount Lake Terrace	Hellas	$3,279,000.00
A-1 Landscaping and Construction	Snohomish	UBU	$3,779,000.00
Terra Dynamics Inc	Auburn	Astroturf	$3,149,100.00

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
State Capital Construction Grant Agreement No. GCB2316 for North Broadway Bus Stop Safety Improvements with the Washington State Department of Transportation

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #	
Originating Department	Transportation Services
Contact Person	George Baxter
Phone Number	425-257-8935
FOR AGENDA OF	March 30, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Agreement	Legal , Transportation Services

Amount Budgeted	-0-	Revenue: Multimodal Tier Funds: $1,000,000 from 11/15/2015 – 6/30/2017 Future projected Multimodal Tier Funds: $2,000,000 for 7/1/2017 – 6/30/2019
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This grant agreement provides Everett Transit with 2015-2017 Multimodal Tier Funds for Phase 1 of the bus stop curb bulbs project along the North Broadway corridor beginning at 41st Street and ending at 7th Street. Phase 1 includes the following: planning, design, purchase of stop amenities such as shelters, benches, trash cans and bike racks, and beginning construction, as funds allow, through June 30, 2017.

The grant does not require a local match.

Future projected Multimodal Tier Funds in the amount of $2,000,000 will be used to finish construction in Phase 2 and will be added by amendment when appropriated by the State Legislature for the July 1, 2017 – June 30, 2019 biennium.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the State Capital Construction Grant Agreement No.GCB2316 for North Broadway Bus Stop Safety Improvements with the Washington State Department of Transportation.

State Capital Construction Grant Agreement	
WSDOT Tier Projects Program	
Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Tom Hanson 360-705-7919 Cell #: 360-387-174	*Contractor:* **Everett Transit** 3225 Cedar Street Everett, WA 98201-4515 Contact Person: George Baxter 425-257-8935
Term of Project: From July 15, 2015 to June 30, 2019	**Federal ID #:** 91-6001248 5
Scope of Project: As set forth in Exhibit I, Project Scope, Schedule and Budget	**Project Title:** North Broadway Bus Stop Safety Improvements **PIN: T1PT311**
Location: As set forth in Exhibit I	**Project Costs:**
Agreement Number: GCB2316	2015-2017 Multimodal-Tier Funds **$1,000,000** Future Projected Multimodal-Tier Funds **$2,000,000** Local Match **$ 0** **Total Project Cost** **$3,000,000**

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES," WITNESSETH THAT:

WHEREAS, pursuant to chapter 44.48 RCW the Legislative Evaluation and Accountability Program (LEAP) Committee provides analysis and monitoring of state expenditures, budgets and related fiscal matters and consults with Legislative committees;

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 43, Section 207, subsection (1) (a) added new revenue funds for public transportation projects through the multimodal transportation account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, WSDOT Public Transportation Division administers multimodal transportation account funds to provide assistance solely for transportation projects as identified in **LEAP Transportation Document 2015 NL3** as developed on June 28, 2015, Transit Projects, Public Transportation V;

NOW, THEREFORE, in consideration of the terms, conditions, performances, and mutual covenants herein set forth and the attached Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE," IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the design, acquisition, construction and/or improvements of capital facilities and infrastructure to be used in the provision of transportation services to persons in the State of Washington, hereinafter referred to as the "Project." Reference to the "Project" shall include all such capital facilities, infrastructure and/or associated equipment designed, acquired, constructed, improved or installed under this AGREEMENT.

Section 2
Scope of Project

The CONTRACTOR agrees to perform the work and complete the Project described and detailed in Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE", and in accordance with the terms and conditions of this AGREEMENT. By the preceding reference, Exhibit I is fully incorporated herein as if fully set out in this AGREEMENT.

Section 3
Term of Project

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Project" regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header titled "Term of Project" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

Section 4
State Review of Project

WSDOT shall review the project identified in this AGREEMENT as Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE", at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in Section 33, Termination.

Section 5
Project Costs and Local Match

The reimbursable costs of the Project shall not exceed the amount indicated for State Multimodal-Tier Funds located within the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with other local funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE". at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

Section 6
Inspection of the Project

The CONTRACTOR shall inspect the Project pursuant to this AGREEMENT as required during construction and upon Project completion. Upon receipt and acceptance of the Project, the CONTRACTOR agrees that it has fully inspected the Project and accepts it as being in good condition and repair, and that the CONTRACTOR is satisfied with the Project and that the Project complies with all regulations, rules, and laws.

Section 7
Miscellaneous Charges and Conditions

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR.

Section 8
Payment

A. State funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project described in Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE". Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Regional Mobility Grants Program Guidebook*, which can be found at http://www.wsdot.wa.gov/Transit/Grants/regional-mobility-grants-program-guidebook.htm and any subsequent amendments thereto . In no event shall the total amount reimbursed by WSDOT hereunder exceed the "Multimodal-Tier Funds" identified in the caption space header titled "Project Costs."

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project" less any pre-payment discounts, rebates, late penalties and/or refunds. Such costs to be reimbursed shall be calculated as described in WSDOT's *Regional Mobility Grants Program Guidebook*, and

any subsequent amendments thereto. The CONTRACTOR may submit to WSDOT requests for partial payment for eligible costs incurred no more than once per month and the CONTRACTOR shall submit to WSDOT an invoice or financial summary of the activity of the Project at least quarterly. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries.

C. **State Fiscal/ Biennial Year End Closure Requirements per RCW 43.88.** The CONTRACTOR shall submit an invoice by the 15th of July of every state fiscal year (July 1 through June 30) of the Term of Project. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by WSDOT by July 15 immediately following the final fiscal year of the Term of Project , within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after the 15th day after the end of the grant period will not be eligible for reimbursement.

Section 9
Assignments, Subcontracts, and Leases

A. Unless otherwise authorized in advance in writing by WSDOT, the CONTRACTOR shall not assign any completed Project facilities and/or infrastructure under this AGREEMENT, or execute any contract, amendment, or change order thereto pertaining to the Project or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT or lease or lend the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 11 through 25 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. The PARTIES further agree that those clauses shall not be modified, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in an advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:
"This AGREEMENT is subject to the appropriations of the State of Washington."

Section 10
Reports and Project Use

A. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in Exhibit I, for the term of the Project. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project during the project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the "Multimodal-Tier Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure is withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in Exhibit I, "PROJECT SCOPE, BUDGET AND SCHEDULE". If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof.

B. **Reports.** The CONTRACTOR shall submit quarterly reports to WSDOT for the Term of Project, regarding the progress of the Project, or as WSDOT may require, including, but not limited to, interim and annual reports. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project and shall submit the following reports to, and in a form: and at such times prescribed by WSDOT.

1. A Project status narrative.
2. An updated schedule of Project completion.
3. A financial summary.

C. In the event any portion of the Project sustains disabling damage, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.

D. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

E. **Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not use the Project or any part thereof in a manner different from that described in Exhibit I, PROJECT SCOPE, BUDGET AND SCHEDULE, as set forth in Section 2 of the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from Exhibit I, PROJECT SCOPE, BUDGET AND SCHEDULE, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the "Project Costs." WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT.

Section 11
Maintenance of the Project

The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition until the end of its useful life. The useful life of the constructed project is determined by the Architectural/Engineering (A&E) estimates, materials used and industry standards for the type of structure built. All service, materials, and repairs in connection with the use and operation of the Project during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT that details the transit agency's plan to maintain the Project. All other CONTRACTORS must submit a written Maintenance Plan to WSDOT for approval prior to the occupation and/or operations of the Project. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer's warranty. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 12
General Compliance Assurance

The CONTRACTOR agrees to comply with all the terms and conditions as prescribed in this AGREEMENT and any amendments thereto. The CONTRACTOR agrees that, WSDOT and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT, but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT. It is understood by the CONTRACTOR that this assurance obligates the CONTRACTOR and any transferee of the CONTRACTOR, or said transferee's successor(s), for the term of this AGREEMENT."

Section 13
Compliance with State Design Standards

The CONTRACTOR agrees the Project design must comply with all Washington State Standard Specifications for Road, Bridge, and Municipal Construction (www.wsdot.wa.gov/Publications/Manuals/M41-10.htm), and any revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Public Transportation Division and obtain documented approval before design work commences.

Section 14
No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

Section 15
Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR rent or purchase any Project equipment and materials from any employee or officer of WSDOT.

B. . **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are,

or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 16
Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

Section 17
State and Local Law

Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violates state, or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 18
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

Section 19
Environmental Protections and Archeological Preservation

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 05-05, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 20
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 21
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 22
Permitting

The CONTRACTOR agrees to be solely responsible for all required Federal, State and/or local permitting as related to the Project.

Section 23
Loss or Damage to the Project

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's facilities, associated equipment and/or infrastructure using either of the following methods:

1. The CONTRACTOR shall maintain property insurance for facilities, associated equipment and/or infrastructure adequate to cover the value of the Project; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or
2. The CONTRACTOR shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, and annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project facilities, associated equipment and/or infrastructure, if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either: 1. Devote all of the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self- insurance, devote all funds necessary to repair the Project and place it back into service.

C. If the Project is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to the CONTRACTOR and within fifteen (15) days the CONTRACTOR shall pay WSDOT its proportionate funded share of such proceeds received. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project facilities, associated equipment and/or infrastructure; or
2. Does not intend to replace the lost Project facilities, associated equipment and/or infrastructure.

D If the CONTRACTOR intends to replace the Project facilities, associated equipment and/or infrastructure then WSDOT will reimburse the CONTRACTOR upon receipt of an approved invoice, funds up to the amount WSDOT received in insurance proceeds.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 24
Limitation of Liability

A. The CONTRACTOR shall indemnify and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT,

its agents, employees and officers arising out of, in connection with or incident to the negligent acts omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25
Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.

Section 26
WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 27
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 28
Lack of Waiver

In no event shall any WSDOT payment of funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default

Section 29
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 30
Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

Section 31
Disputes

A. **Disputes**. Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by

the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute**. Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies**. All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 32
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. **Termination for Default.** WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Failure to perform the Project or any part thereof including, but not limited to:

a) Failure to build the Project according to the design specifications and all building code required standards;

b) Failure to remedy all defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner;

c) Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or

d) Failure to make reasonable and appropriate use of the Project real property, facilities, equipment and/or infrastructure.

4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

5. Fails to perform in the manner called for in this AGREEMENT, or fails, to comply with or, is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

Section 33
Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 34
Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the Contractor.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to the Project. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 35
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 36
Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

Section 37
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 38
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 39
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last written below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____
Brian Lagerberg, Director
Public Transportation Division

Date: _____

APPROVED AS TO FORM

By: Susan Cruise
Assistant Attorney General

Date: January 28, 2016

CITY OF EVERETT

_____
Ray Stephanson
Mayor

Date: _____

Attest:

_____
Sharon Fuller
City Clerk

Date: _____

Approved as to form only:

_____
James D. Iles
City Attorney

Date: _____

EXHIBIT I
PROJECT SCOPE, BUDGET AND SCHEDULE

Funding by Project

Project A

Scope of Work: To provide multimodal tier funding assistance to install bus stop bulb outs, passenger shelters and benches along the North Broadway corridor between 41st Street and 7th Street in Everett.

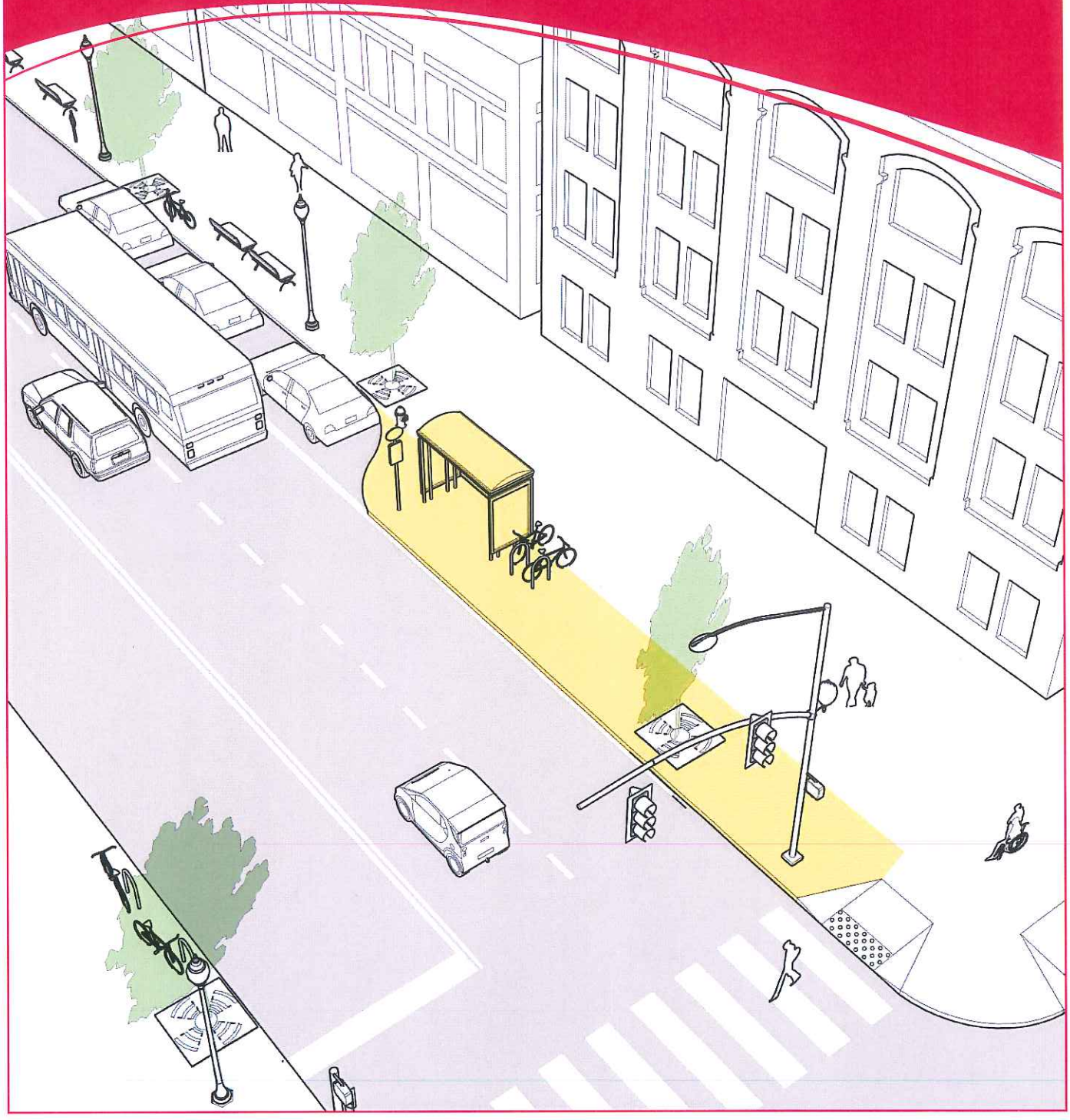
Funds	2015-2017 Current Funds	Future Projected Funds	Total Funds Awarded
2015-2017 Multimodal Tier Funds	$1,000,000	$ 0	$1,000,000
Future Projected Multimodal Tier Funds	$ 0	$2,000,000	$2,000,000
Local Match	$ 0	$ 0	$ 0
Total Project Funds	$1,000,000	$2,000,000	$3,000,000

Budget: *Current funding available for the project is identified in the 2015-2017 biennium. Future projected funds are subject to appropriation and will be added by amendment when approved by the legislature.*

Project Schedule/Milestone

Design Start	01/2016
NEPA/SEPA Kick Off	N/A
Environmental Documents Approved	N/A
Right-of-Way Start	N/A
Right-of-Way Complete	N/A
Geometric/30% Design Complete	06/2016
Advertisement	07/2016
Contract Awarded	09/2016
Open to Public	03/2018

Bus Bulb Example



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance expanding the Multiple Family Property Tax Exemption Area, and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78)

3/23/16	Briefing	COUNCIL BILL #	CB1603-13
	Proposed Action	Originating Department	Planning
	Consent	Contact Person	Allan Giffen
	Action	Phone Number	(425) 257-8725
3/23/16	First Reading	FOR AGENDA OF	March 23, 2016
3/30/16	Second Reading		March 30, 2016
4/6/16	Third Reading		April 6, 2016
4/6/16	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
A portion of the west side of the 2500 block of Wetmore Avenue	Rezone: October 21, 2015; Resolution setting public hearing: March 16, 2016 and concurrently	Ordinance, map	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In October, 2015 the City Council approved a Rezone of property located in the 2500 block of Wetmore Avenue as part of the Ten-Year Update of the Comprehensive Plan. This ordinance would expand the Multiple Family Property Tax Exemption program area to include the area that was rezoned.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance expanding the Multiple Family Property Tax Exemption Area, and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78).

ORDINANCE NO. _____

An Ordinance Expanding the Multiple Family Property Tax Exemption Area and Amending Ordinance No. 2347-98, as amended (EMC Chapter 3.78).

WHEREAS, the City Council finds the following:

1. The City established the Multiple Family Property Tax Exemption program in 1998 to encourage residential redevelopment in the downtown urban center, which has resulted in the construction of approximately 540 housing units in an area that had experienced little housing development in the preceding twenty years prior to the creation of the program.

2. RCW 84.14.010 defines areas eligible for designation as "urban centers" where the Multiple Family Property Tax Exemption is intended to be used to stimulate housing development in targeted areas where a mix of uses and adequate urban infrastructure exists.

3. The area originally defined as the "urban center" has been amended with the addition of the Everett Station area in 2007, and the Evergreen Way Mixed Use Overlay zones in 2012.

4. Adding the area south of downtown between 33rd Street and 36th Street and between Rucker Avenue and Colby Avenue will encourage the rehabilitation of an existing vacant and underutilized building for multifamily housing and create the opportunity for additional housing redevelopment near the downtown core.

WHEREAS, the City Council concludes the following:

1. The notice for the hearing has met the requirements of RCW 84.14.040.

2. The proposed amendments to EMC Chapter 3.78 will encourage the redevelopment of desirable residential housing in the area in close proximity to downtown.

3. The additional housing opportunity in the targeted area will assist in achieving the stated purposes of RCW 84.14.007, to a) encourage increased residential opportunities within the targeted area of the city, and b) stimulate the construction of rehabilitated multifamily housing that will increase and improve residential opportunities within the city's urban centers;

4. The proposed amendment is consistent with RCW Chapter 84.14.

5. The proposed amendment is in the best long term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 15.A of Ordinance No. 2347-98, as amended (EMC 3.78.150.A), which reads as follows:

Urban center and residential targeted area designated.

A. Urban Center, Downtown Area. The area declared to be the downtown area urban center of the city of Everett is the area depicted on Exhibit A, a copy of which is attached to the ordinance codified in this chapter, which comprises portions of Sections 19, 20, 29 and 30 of T.29N., R.5E., W.M. situated in the city of Everett, Washington, and which is legally described as follows:

> Commencing at the intersection of the centerlines of Broadway and 33rd Street, which is the true POINT OF BEGINNING; THENCE east along the centerline of 33rd Street to its intersection with the northerly projection of the centerline of alley in Block 796, Everett Land Company's 1st Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 20, records of Snohomish County, Washington; THENCE south along said centerline of the alley in said Block 796, and continuing south along said line and its projection to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with west line of the State Highway No. 5 (Interstate 5) right-of-way; Thence northeasterly along said west right-of-way line of State Highway No. 5 to its intersection with the centerline of the alley in Block 696, Swalwell's 2nd Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 11, records of Snohomish County, Washington; Thence west along said alley centerline to its intersection with the east lot line of Lot 19, Block 693, Plat of Everett, Division I, according to the plat thereof recorded in Volume 5, Page 11, records of Snohomish County, Washington; Thence south along said line to the SE corner of said Lot 19; Thence west along said line and its westerly projection to the east line of Lot 1, Block 689, Plat of Everett, Division I; Thence north along said line to its intersection with the centerline of the alley in said Block 689; Thence west along said centerline to its intersection with the centerline of McDougall Avenue; Thence north along said centerline to its intersection with the east-west alley in Block 688, Plat of Everett, Division I; Thence west along said centerline to its intersection with the centerline of the north-south alley in said Block 688; Thence north along said centerline and its northerly projection to the centerline of Everett Avenue; Thence west along the centerline of Everett Avenue to its intersection with the centerline of Broadway; THENCE north along the centerline of Broadway to its intersection with the centerline of 26th Street; THENCE west along the centerline of 26th Street to its intersection with the southerly projection of the centerline of the alley located in Block 563 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; THENCE north along the extended centerline and the centerline of said alley to its intersection with the easterly projection of the south line of Lot 14 of said Block 563; THENCE west along said projection and continuing west along the south line of said Lot 14 and the westerly projection thereof across

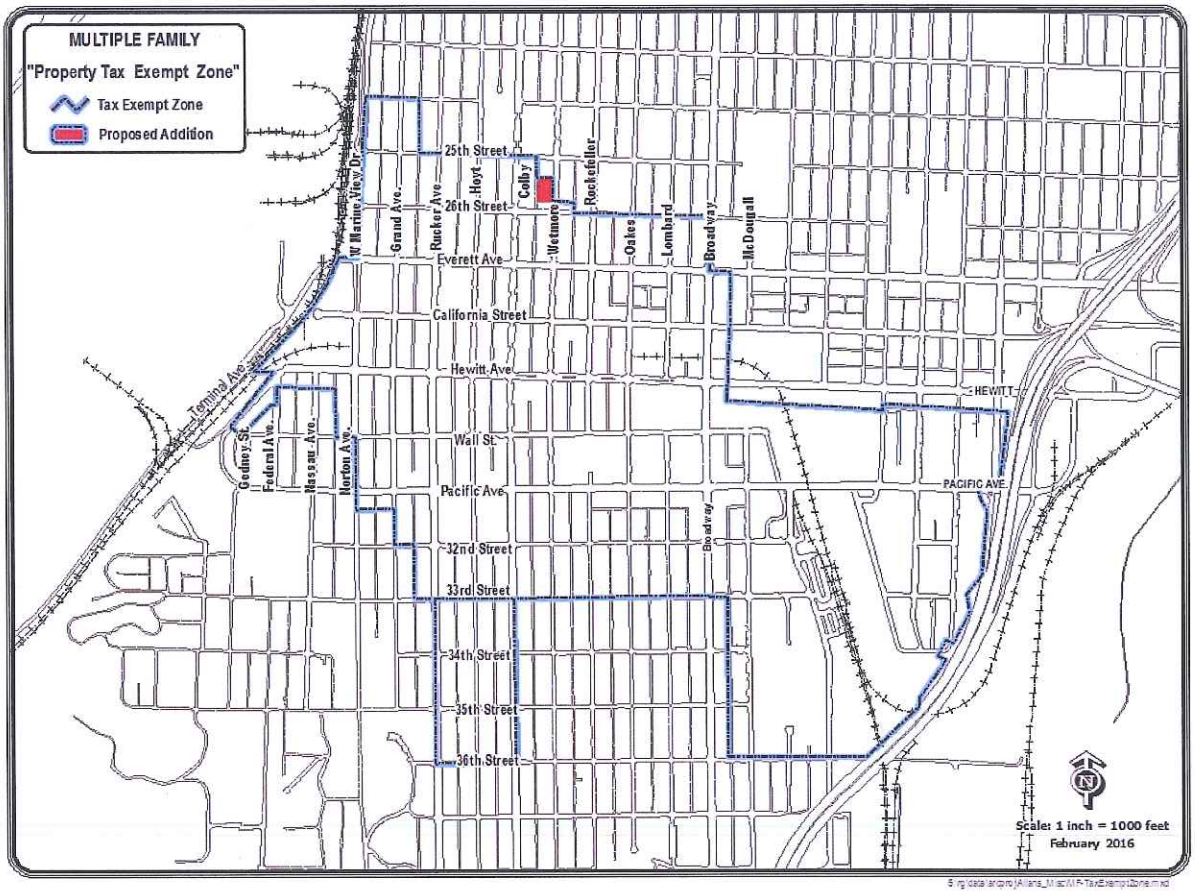
Wetmore Avenue and continuing west along the south line of Lot 19, Block 562 of said plat and the westerly projection thereof to its intersection with the centerline of the alley located in said Block 652; THENCE north along the centerline of said alley and the northerly projection thereof to its intersection with the centerline of 25th Street; THENCE west along the centerline of 25th Street to its intersection with the southerly projection of the centerline of the alley located in Block 555 of the Plat of Everett according to the plat thereof recorded in Volume 3 of Plats, Page 32, records of Snohomish County, Washington; THENCE north along the centerline of said alley and the northerly projection thereof to the centerline of 24th Street; THENCE west along the centerline of 24th Street to its intersection with the centerline of West Marine View Drive (a.k.a. Norton Avenue); THENCE south along the centerline of West Marine View Drive to its intersection with the centerline of Everett Avenue; THENCE west along the centerline of Everett Avenue to its intersection with BNSF right-of-way (formerly Great Northern Railroad right-of-way); THENCE southwesterly along said line to its intersection with the westerly projection of the centerline of Hewitt Avenue; THENCE east along the centerline of Hewitt Avenue to its intersection with the centerline of Bond Street; THENCE southwesterly along the centerline of Bond Street to its intersection with the centerline of Wall Street; THENCE southeasterly and east along the centerline of Wall Street to its intersection with the southwesterly projection of the centerline of the alley located in the Replat of Block 676, Division C, Plat of Everett, according to the plat thereof recorded in Volume 6 of Plats, Page 38, records of Snohomish County, Washington; THENCE northeasterly along said alley centerline to its intersection with the centerline of Federal Avenue; THENCE north along the centerline of Federal Avenue to its intersection with the westerly projection of the north line of Lot 6, Block 677, Division C, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 70, records of Snohomish County, Washington; THENCE east along said north line of Lot 6 across the alley of said Block 677 and continuing east along the north line of Lot 35 of said Block 677 easterly projection thereof across Nassau Street and continuing east along the north line of Lot 6, Block 678, Division C, Plat of Everett, to its intersection with the centerline of the alley located in said Block 678; THENCE south along said alley centerline and its projection to its intersection with the centerline of Wall Street; THENCE east along the centerline of Wall Street to its intersection with the centerline of West Marine View Drive; THENCE south along the centerline of West Marine View Drive to its intersection with the westerly projection of the north line of Lot 6, Block 733 of the Plat of Everett, Division H, according to the plat recorded in Volume 4 of Plats, Page 50, records of Snohomish County, Washington; THENCE east along the westerly projection of the north line of said Lot 6 across the alley of said Block 733 and continuing east along the north line of Lot 27 of said Block 733 and the easterly projection thereof to its intersection with the centerline of Grand Avenue; THENCE south along the centerline of Grand Avenue to its intersection with the centerline of 32nd Street; THENCE east along the centerline of 32nd Street to its intersection with the northerly projection of the centerline of the alley located in Block 770 of the Plat of Everett, Division H; THENCE south along said projection and continuing south along the centerline of the alley of said Block 770 and the southerly projection thereof to its intersection with the centerline of 33rd Street; THENCE west along the centerline of 33rd Street to its intersection with the centerline of Rucker Avenue; THENCE south along the centerline of Rucker Avenue to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with the centerline of Colby Avenue; THENCE north along the centerline of

Colby Avenue to its intersection with the centerline of 33rd Street; THENCE east along the centerline of 33rd Street to its intersection with the centerline of Broadway, and the POINT OF BEGINNING.

Is hereby amended to read as follows:

Commencing at the intersection of the centerlines of Broadway and 33rd Street, which is the true POINT OF BEGINNING; THENCE east along the centerline of 33rd Street to its intersection with the northerly projection of the centerline of alley in Block 796, Everett Land Company's 1st Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 20, records of Snohomish County, Washington; THENCE south along said centerline of the alley in said Block 796, and continuing south along said line and its projection to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with west line of the State Highway No. 5 (Interstate 5) right-of-way; Thence northeasterly along said west right-of-way line of State Highway No. 5 to its intersection with the centerline of the alley in Block 696, Swalwell's 2nd Addition, according to the plat thereof recorded in Volume 3 of Plats, Page 11, records of Snohomish County, Washington; Thence west along said alley centerline to its intersection with the east lot line of Lot 19, Block 693, Plat of Everett, Division I, according to the plat thereof recorded in Volume 5, Page 11, records of Snohomish County, Washington; Thence south along said line to the SE corner of said Lot 19; Thence west along said line and its westerly projection to the east line of Lot 1, Block 689, Plat of Everett, Division I; Thence north along said line to its intersection with the centerline of the alley in said Block 689; Thence west along said centerline to its intersection with the centerline of McDougall Avenue; Thence north along said centerline to its intersection with the east-west alley in Block 688, Plat of Everett, Division I; Thence west along said centerline to its intersection with the centerline of the north-south alley in said Block 688; Thence north along said centerline and its northerly projection to the centerline of Everett Avenue; Thence west along the centerline of Everett Avenue to its intersection with the centerline of Broadway; THENCE north along the centerline of Broadway to its intersection with the centerline of 26th Street; THENCE west along the centerline of 26th Street to its intersection with the southerly projection of the centerline of the alley located in Block 563 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; THENCE north along the extended centerline and the centerline of said alley to its intersection with the easterly projection of the south line of Lot 14 of said Block 563; THENCE west along said projection and continuing west along the south line of said Lot 14 and the westerly projection thereof to its intersection with the centerline of ~~across~~ Wetmore Avenue, thence north along the centerline of Wetmore Avenue to its intersection with the easterly projection of the south line of Lot 27 of Block 562 of Rucker's First Plat according to the plat thereof recorded in Volume 12 of Plats, Page 101, records of Snohomish County, Washington; thence west along said projection and said south line of Lot 27 ~~and continuing west along the south line of Lot 19, Block 562 of said plat~~ and the westerly projection thereof to its intersection with the centerline of the alley located in said Block ~~652~~562; THENCE north along the centerline of said alley and the northerly projection thereof to its intersection with the centerline of 25th Street; THENCE west along the centerline of 25th Street to its intersection with the southerly projection of the centerline of the alley located in Block 555 of the Plat of Everett according to the plat thereof

recorded in Volume 3 of Plats, Page 32, records of Snohomish County, Washington; THENCE north along the centerline of said alley and the northerly projection thereof to the centerline of 24th Street; THENCE west along the centerline of 24th Street to its intersection with the centerline of West Marine View Drive (a.k.a. Norton Avenue); THENCE south along the centerline of West Marine View Drive to its intersection with the centerline of Everett Avenue; THENCE west along the centerline of Everett Avenue to its intersection with BNSF right-of-way (formerly Great Northern Railroad right-of-way); THENCE southwesterly along said line to its intersection with the westerly projection of the centerline of Hewitt Avenue; THENCE east along the centerline of Hewitt Avenue to its intersection with the centerline of Bond Street; THENCE southwesterly along the centerline of Bond Street to its intersection with the centerline of Wall Street; THENCE southeasterly and east along the centerline of Wall Street to its intersection with the southwesterly projection of the centerline of the alley located in the Replat of Block 676, Division C, Plat of Everett, according to the plat thereof recorded in Volume 6 of Plats, Page 38, records of Snohomish County, Washington; THENCE northeasterly along said alley centerline to its intersection with the centerline of Federal Avenue; THENCE north along the centerline of Federal Avenue to its intersection with the westerly projection of the north line of Lot 6, Block 677, Division C, Plat of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 70, records of Snohomish County, Washington; THENCE east along said north line of Lot 6 across the alley of said Block 677 and continuing east along the north line of Lot 35 of said Block 677 easterly projection thereof across Nassau Street and continuing east along the north line of Lot 6, Block 678, Division C, Plat of Everett, to its intersection with the centerline of the alley located in said Block 678; THENCE south along said alley centerline and its projection to its intersection with the centerline of Wall Street; THENCE east along the centerline of Wall Street to its intersection with the centerline of West Marine View Drive; THENCE south along the centerline of West Marine View Drive to its intersection with the westerly projection of the north line of Lot 6, Block 733 of the Plat of Everett, Division H, according to the plat recorded in Volume 4 of Plats, Page 50, records of Snohomish County, Washington; THENCE east along the westerly projection of the north line of said Lot 6 across the alley of said Block 733 and continuing east along the north line of Lot 27 of said Block 733 and the easterly projection thereof to its intersection with the centerline of Grand Avenue; THENCE south along the centerline of Grand Avenue to its intersection with the centerline of 32nd Street; THENCE east along the centerline of 32nd Street to its intersection with the northerly projection of the centerline of the alley located in Block 770 of the Plat of Everett, Division H; THENCE south along said projection and continuing south along the centerline of the alley of said Block 770 and the southerly projection thereof to its intersection with the centerline of 33rd Street; THENCE west along the centerline of 33rd Street to its intersection with the centerline of Rucker Avenue; THENCE south along the centerline of Rucker Avenue to its intersection with the centerline of 36th Street; THENCE east along the centerline of 36th Street to its intersection with the centerline of Colby Avenue; THENCE north along the centerline of Colby Avenue to its intersection with the centerline of 33rd Street; THENCE east along the centerline of 33rd Street to its intersection with the centerline of Broadway, and the POINT OF BEGINNING.



Section 2. **Severability.** Should any section, paragraph, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. **Conflict.** In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 4. **Corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 5. **General Duty.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance

that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

_____
Ray Stephanson, Mayor

ATTEST:

_____
CITY CLERK

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation", Fund 354, Program 049, to accumulate all costs for the improvement project

	Consent
	Action
3/23	First Reading
3/30	Second Reading
4/6	Third Reading
	Public Hearing

COUNCIL BILL #	CB1603-14
Originating Department	Parks
Contact Person	Lori Cummings
Phone Number	425-257-8353
FOR AGENDA OF	March 23, 2016

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
8800 Airport Road	Grant Agreement & Bid Call: November 4, 2015; Amendment to Project Agreement: January 27, 2016	Ordinance	Administration, Parks

Amount Budgeted	$3,450,000	CIP 3 ($2,700,000); Washington Wildlife & Recreation Program ($500,000); Washington Youth Athletic Facilities Program ($250,000)
Expenditure Required		Account Number(s): Fund 354, Program 049
Budget Remaining		
Additional Required		

DETAILED SUMMARY STATEMENT:

City Council authorized a call for bids on November 4, 2015 for the replacement of synthetic turf and renovation of soccer fields 2 and 3 to multipurpose athletic fields at Kasch Park. In 2012, Field 1 was renovated into a multi-purpose field with new synthetic turf. Today, fields 2 and 3 are heavily worn, drain poorly, and are professionally assessed as five years past their useful life. In addition to synthetic turf replacement, the project includes drainage system renovation, upgrades to lighting, accessibility improvements, netting to act as an inter-field safety barrier, and field markings for multiple sports.

The Washington State Recreation and Conservation Office awarded a grant for this project in the amount of $500,000 from the Washington Wildlife and Recreation Program and $250,000 from the Youth Athletic Facilities Program.

RECOMMENDATION:

Adopt an Ordinance creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation," Fund 354, Program 049, to accumulate all costs for the improvement project.

ORDINANCE NO. _____

AN ORDINANCE creating a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation", Fund 354, Program 049, to accumulate all costs for the improvement project.

WHEREAS, the City of Everett is committed to a planned parks capital improvement program as a part of the City of Everett Parks & Recreation Comprehensive Plan; and

WHEREAS, Kasch Park soccer fields 2 and 3 are five years past the end of their useful life; and

WHEREAS, the City of Everett is requesting funding approval for the utilization of Capital Improvement Program 3 (CIP 3) to construct the replacement and renovation of Kasch Park fields 2 and 3;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project is hereby established as Fund 354, Program 049, and shall be entitled "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation" to accumulate all costs for the improvement project.

Section 2:

Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 049, for the improvement project.

Section 3:

Authorization is hereby granted to the Parks and Recreation Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the action authorized in this ordinance.

Section 4:

The sum of $3,450,000 is hereby appropriated to Fund 354, Program 049, "Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation" as follows:

A. Estimated Project Costs	
Construction	$3,450,000
Total Estimated Costs	**$3,450,000**

B. Source of Funds	
Fund 154 – CIP 3	$2,700,000
Washington State Recreation & Conservation Office	$ 750,000
Total Estimated Funds	**$3,450,000**

This appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 5:

The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability

If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

_____
Ray Stephanson, Mayor

ATTEST:

_____
City Clerk

Passed:
Valid:
Published:
Effective Date

RESOLUTION NO._____

Be it Resolved by the City Council of the City of Everett:

That the claims against the City of Everett for the period March 12, 2016 through March 18, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	7,049.08
002	General Government	109,884.75
003	Legal	17,125.30
004	Administration	5,833.00
007	Human Resources	456.64
009	Misc Financial Funds	578,974.95
010	Finance	27.00
021	Planning & Community Dev	134.40
024	Public Works-Engineering	10,569.27
026	Animal Shelter	1,596.40
031	Police	8,156.63
032	Fire	7,324.28
038	Facilities/Maintenance	8,324.08
	TOTAL GENERAL FUND	**755,455.78**

Fund	Department	Amount
101	Parks & Recreation	16,050.59
110	Library	7,394.42
112	Community Theater	6,057.00
119	Public Works-Street Improvements	494.98
120	Public Works-Streets	10,177.07
138	Hotel/Motel Tax	6,000.00
146	Property Management	4,970.98
152	Cum Reserve-Library	684.41
153	Emergency Medical Services	79,397.95
156	Criminal Justice	7,250.00
157	Traffic Mitigation	6,279.00
197	CHIP Loan Program	43,000.25
303	PW Improvement Projects	548.64
336	Water & Sewer Sys Improv Project	54,679.57
401	Public Works-Utilities	132,811.37
402	Solid Waste Utility	654.94
425	Public Works-Transit	47,289.64
440	Golf	36,726.49
501	MVD-Transportation Services	75,412.33
503	Self-Insurance	14,502.80
507	Telecommunications	5,945.12
508	Health Benefits Reserve	1,331.34
637	Police Pension	3,469.40
638	Fire Pension	8,118.05
	TOTAL CLAIMS	**1,324,702.12**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month December 1 through December 31, 2015, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Fund	$ 259,712.57
101	Park	68,679.95
110	Library	3,722.35
112	Community Theater	3,042.09
120	Streets	13,657.80
126	Moter Vehicle/Equip Repl	91.50
145	ESCROQ	297.50
146	Parking Lot Reserve	1,779.72
148	Municipal Art Fund	1,917.48
149	Senior Center Reserve	4,560.55
151	Animal Reserve	10,978.65
152	Library Reserve	25.58
153	EMS	11,576.11
156	Criminal Justice	16,129.23
197	CHIP	174.70
198	CDBG	384.04
336	Water/Sewer System Imrpov	1,289.83
342	City Facilities Construction	741.69
354	Parks Capital Construction	219.22
401	Utilities	241,319.03
402	Solid Waste Utility	4,162.28
425	Transit	26,583.85
430	Everpark Garage	3,478.53
440	Golf	88,001.94
501	Transportation Services	63,563.04
505	Computer Reserve Fund	497.76
507	Telecom	14,543.39
508	Health Benefits Reserve	1,101,947.67
637	Police Pension	49,966.33
638	Fire Pension	70,244.89
661	Payroll Withholding	4,744,397.98
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,807,687.25**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month January 1 through January 31, 2016, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Fund	$ 632,514.86
101	Park	68,545.59
110	Library	10,444.68
112	Community Theater	5,813.02
120	Streets	10,534.17
145	ESCROQ	430.00
146	Parking Lot Reserve	9,557.38
148	Municipal Art Fund	228.79
149	Senior Center Reserve	913.66
151	Animal Reserve	8,342.67
152	Library Reserve	48.50
153	EMS	9,829.36
156	Criminal Justice	10,095.87
197	CHIP	191.91
198	CDBG	767.14
210	General Obligation Bond Debt Serv	13,379.17
342	City Facilities Construction	18,696.00
401	Utilities	267,933.16
402	Solid Waste Utility	7,450.52
425	Transit	16,207.09
430	Everpark Garage	4,577.16
440	Golf	81,369.50
501	Transportation Services	66,040.57
507	Telecom	17,521.73
508	Health Benefits Reserve	543,222.08
637	Police Pension	53,380.11
638	Fire Pension	354,528.27
661	Payroll Withholding	3,851,685.85
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,064,248.81**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month February 1 through February 29, 2016, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Fund	$ 157,575.44
101	Park	27,625.56
110	Library	8,321.25
112	Community Theater	1,547.47
120	Streets	6,248.45
145	ESCROQ	1,240.00
146	Parking Lot Reserve	1,833.40
148	Municipal Art Fund	2,971.06
149	Senior Center Reserve	699.83
151	Animal Reserve	5,414.97
152	Library Reserve	68.26
153	EMS	10,277.24
156	Criminal Justice	11,932.11
197	CHIP	141.65
198	CDBG	8.95
210	General Obligation Bond Debt Serv	10,990.68
303	Public Works Improvement Proj	361.54
354	Parks Capital Construction	185.86
401	Utilities	230,166.13
402	Solid Waste Utility	6,319.19
425	Transit	32,814.09
430	Everpark Garage	3,430.83
440	Golf	84,261.05
501	Transportation Services	72,928.53
505	Computer Reserve Fund	1,087.83
507	Telecom	16,137.28
508	Health Benefits Reserve	1,496,773.51
637	Police Pension	96,068.94
638	Fire Pension	103,764.20
661	Payroll Withholding	3,808,964.73
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,200,160.03**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Trinity Lutheran College Community BBQ

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Sharon Fuller
_____	Action	Phone Number	425 257-8609
_____	First Reading	FOR AGENDA OF	March 30, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA db
Council President SM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
California Street between Wetmore Avenue and Colby Avenue		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Trinity Lutheran College is requesting the closure of California street between Wetmore Avenue and Colby Avenue. on April 23, 2016, 3 p.m. to 7 p.m., for a Community BBQ.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of California street between Wetmore Avenue and Colby Avenue on April 23, 2016, 3 p.m. to 7 p.m., for a Community BBQ sponsored by Trinity Lutheran College.

SPECIAL EVENT APPLICATION

Event Type: ✓ Street Closure ___ Parade ___ Walk/Run ___ Other (_____)

Event Date: April 23rd **Event Time:** 3-6:00pm

Closure Time: 7:00pm

Event Description: Trinity Lutheran College Community BBQ

Location of Event: 2802 Wetmore Ave

Sponsoring Organization: Trinity Lutheran College

Address: 2802 Wetmore Ave **City & State** Everett, WA

Contact Person: Bello A Dondja **Phone No.** (206) 830 0825

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? email

If applicable, answer the following:
Approx. # of participants: 200 Persons 0 Animals 1 Vehicles
_____ Type of Animals

Assembly area (streets) California between Wetmore and Colby

Portion of street to be used: _____ Full width ✓ Half _____ Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:		✓	✓	✓	✓	✓
Rejected:						

Special Conditions: _____

Comments: _____

Council agenda date: __/__/__ City Council approval: __/__/__

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

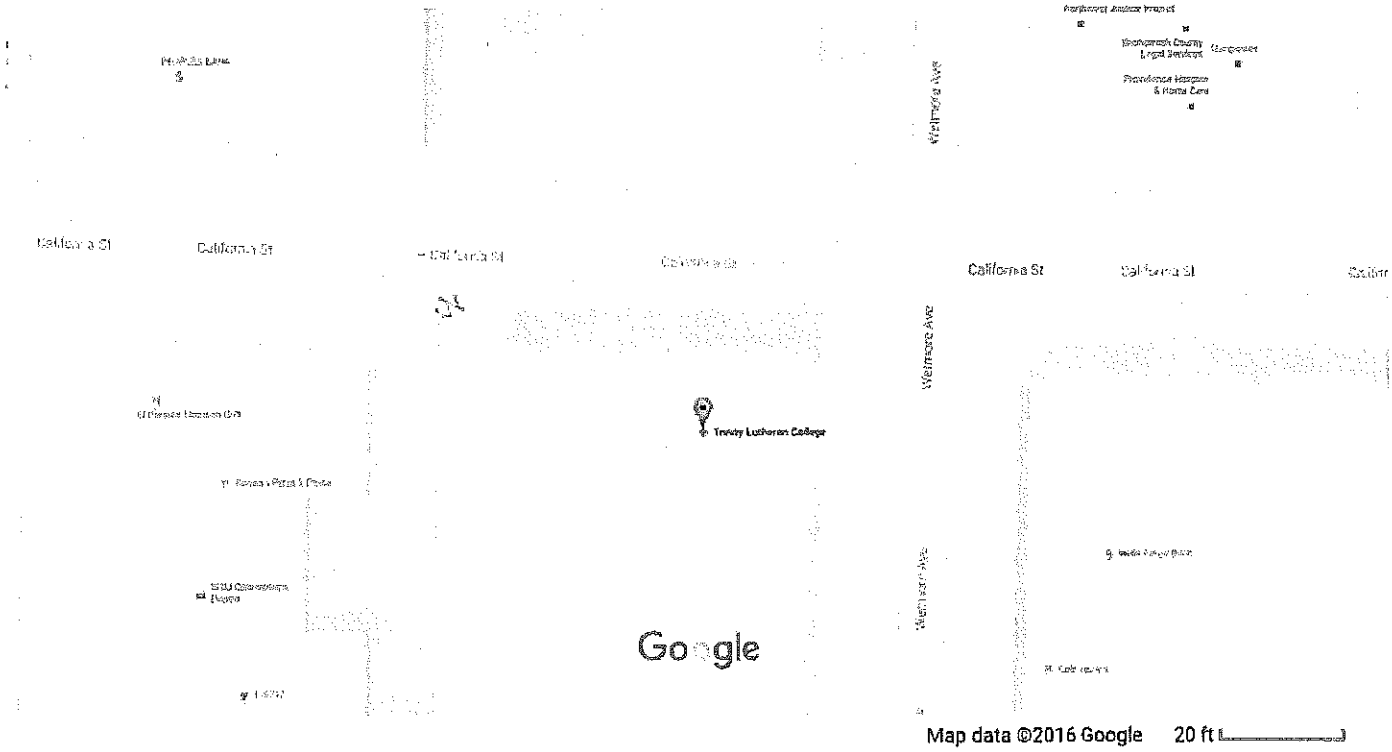
As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

Signature	02-24-16 Date
Bello A. Dondja Printed Name	
Trinity Lutheran College Organization Representing	830-0829 Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. Wells Fargo	
2. Everett Performing Arts Center	
3. El Paraiso Mex	
4. Karol's	
5. Zippy	
6.	
7.	

Google Maps Trinity Lutheran College



Trinity Lutheran College

College

2802 Wetmore Ave, Everett, WA 98201

tlc.edu

(425) 249-4800

Trinity Lutheran College

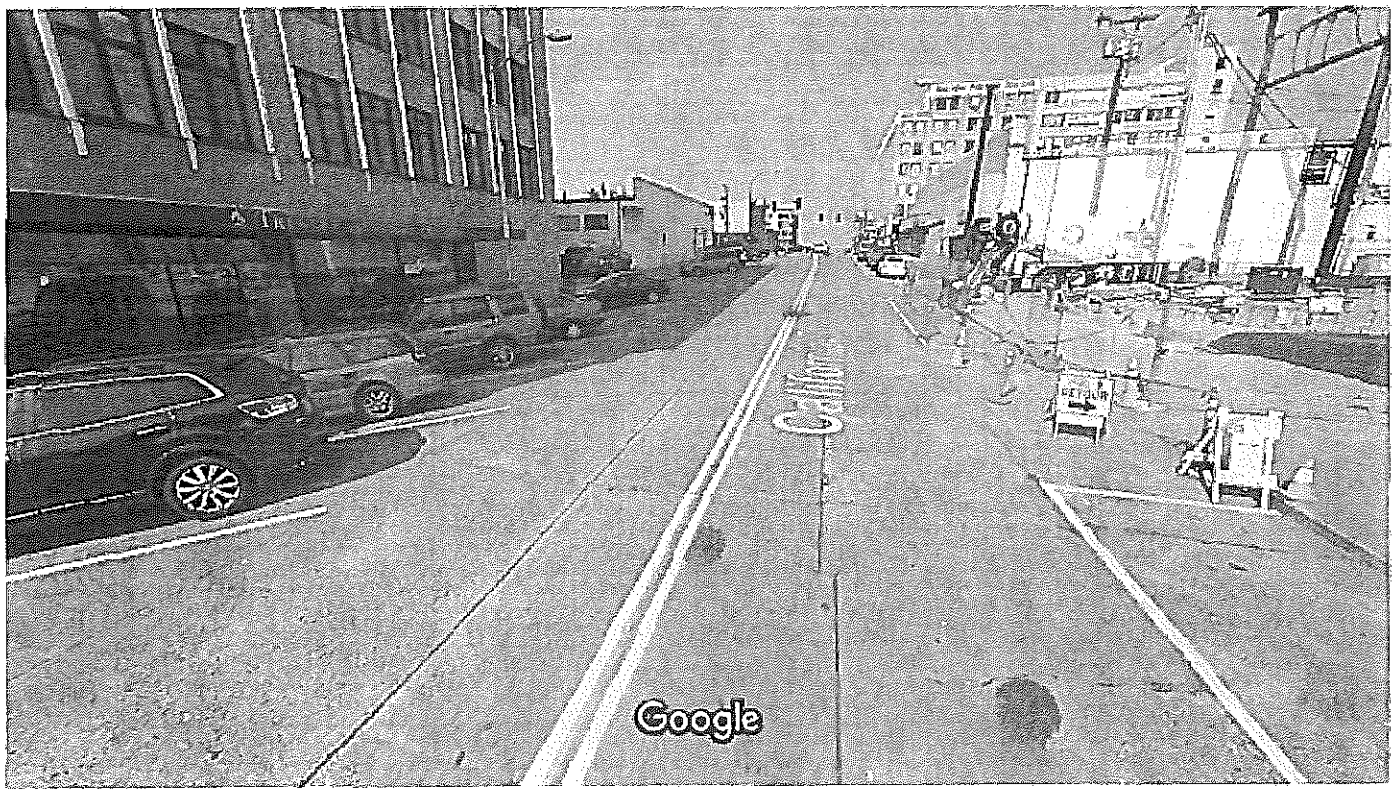
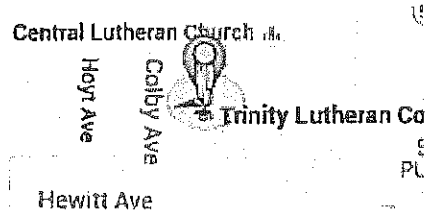


Image capture: Aug 2012 © 2016 Google

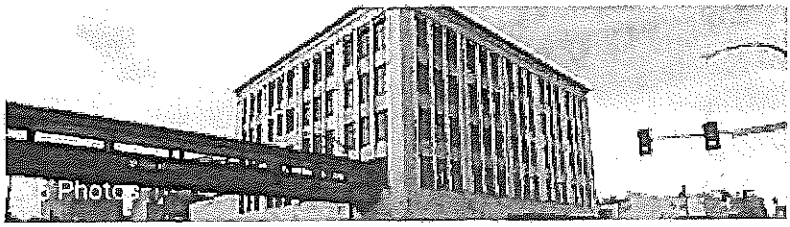
1679 California St

Everett, Washington

Street View - Aug 2012



Google Maps



Quick facts

Trinity Lutheran College is an accredited, Christian liberal arts college in Everett, Washington, United States that offers bachelor's degrees. The Campus Center is located in downtown Everett between the Cascade Mountains and Puget Sound. Wikipedia

Acceptance rate: 73% (2010)
Mascot: Eagle
Founded: 1944

Google Maps

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

3/16/16	Briefing	COUNCIL BILL #	CB1603-12
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	257 - 8612
3/16/16	First Reading	FOR AGENDA OF	3/16, 3/23, 3/30
3/23/16	Second Reading		
3/30/16	Third Reading		
	Public Hearing		
	Budget Advisory	Initialed by:	
		Department Head	
		CAA	
		Council President	

Location	Preceding Action	Attachments	Department(s) Approval
		Attachment A	

Amount Budgeted	$324,765,043	
Expenditure Required	$344,605,661	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	$19,840,618	

DETAILED SUMMARY STATEMENT:
The proposed ordinance amends the City of Everett 2016 Operating Budget as noted below.

- General Government re-appropriations. Increases the expenditure budget by $2,257,236, the revenue budget by $260,055, and the beginning fund balance by $1,997,181.
- General Government amendments. Increases the expenditure budget by $11,942,621, increases the revenue budget by $190,254, and decreases the ending fund balance by $11,752,367.
- Non-General Government re-appropriations. Increase expenditure budgets by $2,536,761, revenue budgets by $90,771 and beginning fund balances by $2,445,990.
- Non-General Government amendments. Increases expenditure budgets by $3,104,000, revenue budgets by $104,000 and decreases ending fund balances by $3,000,000.

RECOMMENDATION (Exact action requested of Council):
Adopt an ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

ORDINANCE NO. _____

AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3470-15.

WHEREAS, the City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2016 Budget; and

WHEREAS, the applications of funds have been identified;

NOW, THEREFORE, the City of Everett does ordain that Ordinance No. 3470-15 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference, which amendments shall be made to the 2016 Budget with a total increased appropriation amount of $19,840,618.

	Beginning Fund Balance and 2016 Revenues	Expenditures	Ending Fund Balance
2016 Original Budget	$ 499,760,249	$ 324,765,043	$ 174,995,206
Budget Amendment #1	5,088,251	19,840,618	(14,752,367)
2016 Amended Budget	$ 504,848,500	$ 344,605,661	$ 160,242,839

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGR-1	Planning	EPA Brownsfileds Grant		129,672	129,672	-
GGR-2	Planning	Historic Preservation Grant		10,000	10,000	-
GGR-3	Police	Homeland Security Grant		10,514	10,514	-
GGR-4	Labor Relations	Responsive Management Training	17,850		17,850	-
GGR-5	Police	Ammunition and Computer Software	26,966		26,966	-
GGR-6	Parks	Park Projects	68,916		68,916	-
GGR-7	Conference Center	Ballroom Lighting	30,000		30,000	-
GGR-8	Municipal Arts	Municipal Arts Program Projects	32,300		32,300	-
GGR-9	Administration	Transportation Consultant	35,000		35,000	-
GGR-10	Municipal Arts	1% for Arts Program	180,200		180,200	-
GGR-11	GenGov Special Projects	GenGov Special Projects	376,810	109,869	486,679	-
GGR-12	Street Improvements	Street Projects	579,139		579,139	-
GGR-13	Non-Dept Gen Fund	Labor Contingency	650,000		650,000	-
		Total General Government Reappropriations	**1,997,181**	**260,055**	**2,257,236**	**-**

General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGA-1	Police	Homeland Security Grant		14,486	14,486	-
GGA-2	Police	Traffic Safety Commission Grant		13,100	13,100	-
GGA-3	Police	FY15 STOP Violence Grant		32,170	32,170	-
GGA-4	Fire	Homeland Security Grant		63,473	63,473	-
GGA-5	Non-Dept General Fund	Wall Street Building Security			62,000	(62,000)
GGA-6	Administration	Graphic Design Support			5,000	(5,000)
GGA-7	Administration	Administrative Assistant			58,705	(58,705)
GGA-8	Finance	Administrative Coordinator		67,025	67,025	-
GGA-9	Fire	Assistant Fire Chief (temporary)			154,360	(154,360)
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			(1,000,000)	
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			262,700	
GGA-10	Police	Reclass Streets Initiative set aside			648,093	
GGA-10	Legal	Reclass Streets Initiative set aside			89,207	
GGA-11	Administration	Government Affairs Director transition			21,650	(21,650)

General Government Amendments (continued)

Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
		Increase/(Decrease)			
GGA-12 Administration	Staff Re-organization			183,708	(183,708)
GGA-12 Neighborhoods	Staff Re-organization			(152,392)	152,392
GGA-12 Parks	Staff Re-organization			(155,426)	155,426
GGA-13 Administration	Retirement Payout			51,600	(51,600)
GGA-13 Neighborhoods	Retirement Payout			26,400	(26,400)
GGA-14 Non-Dept General Fund	City Intranet			42,000	(42,000)
GGA-15 Planning	Assisted Hearing System			16,000	(16,000)
GGA-16 Non-Dept General Fund	Prefund 2017 Expenditures			6,358,762	(6,358,762)
GGA-17 Non-Dept General Fund	Reserve Contributions			5,080,000	(5,080,000)
	Total General Government Amendments	**-**	**190,254**	**11,942,621**	**(11,752,367)**

Non-General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGR-1	Criminal Justice	2013 Justice Assistance Grant		5,619	5,619	-
NGR-2	Criminal Justice	2014 Justice Assistance Grant		15,148	15,148	-
NGR-3	Criminal Justice	2015 Justice Assistance Grant		70,004	70,004	-
NGR-4	Motor Vehicle Division	Vehicle Purchases	919,395		919,395	-
NGR-5	CIP 3	Park & Street Projects	999,869		999,869	-
NGR-6	CIP 4	General Gov't. Capital Project	100,000		100,000	-
NGR-7	Criminal Justice	Equipment Replacement	426,726		426,726	-
		Total Non-General Government Reappropriations	**2,445,990**	**90,771**	**2,536,761**	**-**

Non-General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGA 1	CIP 3	Parks Projects			500,000	(500,000)
NGA 2	CIP 4	General Gov't. Capital Project			2,500,000	(2,500,000)
NGA 3	Property Management Fund	Wall Street Building Security		62,000	62,000	-
NGA 4	Computer Reserve	City Intranet		42,000	42,000	-
		Total Non-General Government Amendments	**-**	**104,000**	**3,104,000**	**(3,000,000)**

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-1	Planning	Re-approp - EPA Brownfields Grant	021R		129,672	
GGR-1	General Fund	Re-approp - EPA Brownfields Grant	002R	129,672		

The City applied for and received a grant in 2013 from the US Environmental Protection Agency (EPA) in the amount of $400,000 to conduct Phase I and Phase II Environmental Site Assessments (ESAs) and cleanup/redevelopment planning at Brownfield sites located within the City.

On August 28, 2013, City Council authorized a request for qualifications (RFQ) to support various grant related activities to include community outreach, site inventory, assessment, prioritization and cleanup planning. A professional services contract was awarded in December 2013 to cover the three year grant period.

This re-appropriation carries forward the remaining grant funds of $129,672.

Increase grant revenue	002	3316681800		129,672
Increase professional services	021	5010455410	129,672	

	Department		Code	Rev	Exp	FB
GGR-2	Planning	Re-approp - Historic Preservation Grant	021R		10,000	
GGR-2	General Fund	Re-approp - Historic Preservation Grant	002R	10,000		

The City was awarded a $10,000 State of Washington Department of Archeology and Historic Preservation grant in 2015. Funds will be used to hire a consultant to produce historic property inventory forms for properties in the Claremont Heights plat of the Claremont Neighborhood. This agreement was approved by Council at the September 15, 2015, Council meeting.

This re-appropriation carries forward the full $10,000 as no funds were spent in 2015.

Increase grant revenue	002	3331590436		10,000
Increase professional services	021	5010436410	10,000	

	Department		Code	Rev	Exp	FB
GGR-3	Police	Re-approp - Homeland Security Grant	031R		10,514	
GGR-3	General Fund	Re-approp - Homeland Security Grant	002R	10,514		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management are providing funds to enhance the capability of state and local governments to make measurable progress toward meeting the National Preparedness Guidelines. This $155,330 grant was provided to purchase specialized equipment necessary for response and assistance with hazardous incidents. Council approved acceptance of this grant at the May 13, 2015, Council meeting.

This re-appropriation carries forward the remaining grant funds of $10,514.

Increase grant revenue	002	3339707203		10,514
Increase equipment budget	031	5320000350	10,514	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-4	Labor Relations	Re-approp - Responsive Mgmt Training	007R		17,850	
GGR-4	General Fund	Re-approp - Responsive Mgmt Training	002R	17,850		

The City contracted with Richard Baron, Responsive Management Systems, to provide Line-level Workgroup Conflict Intervention for the Facilities Department. The effective date of the contract was December 1, 2015, with a completion date of June 30, 2016.

This re-appropriation carries forward the remaining contract balance of $17,850.

Increase beginning fund balance	002	3080000000		17,850
Increase professional services	007	5000000410	8,925	
Increase professional services	007	5010000410	8,925	

	Department		Code	Rev	Exp	FB
GGR-5	Police	Re-approp - Ammunition and Software	031R		26,966	
GGR-5	General Fund	Re-approp - Ammunition and Software	002R	26,966		

This re-appropriation carries forward $26,966 for supplies and equipment ordered in 2015 but not received by year-end. These orders include $2,416 for ammunition and $24,550 for a Forensic Recovery of Evidence computer system.

Increase beginning fund balance	002	3080000000		26,966
Increase supplies	031	5400005310	2,416	
Increase equipment	031	5320000350	24,550	

	Department		Code	Rev	Exp	FB
GGR-6	Parks	Re-approp - Park Projects	101R	68,916	68,916	

This re-appropriation carries forward a total of $68,916 for several Parks Department projects. Purchase orders or professional services contracts for the projects listed below were initiated in 2015, but the projects were not completed prior to year-end.

- Bayside Park Overlook Security Improvements - $33,779
- Kasch Park Soccer Fields Lighting (re-lamping) - $34,597
- Enamel rubber paint for swim center - $540

Increase beginning fund balance	101	3080000000		68,916
Increase supplies	101	5521000000310	540	
Increase repairs & maint	101	5521000000480	68,376	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-7	Conference Center	Re-approp - Ballroom Lighting	114R	30,000	30,000	

The Edward D. Hansen conference center is replacing its lighting system in the ballrooms. This re-appropriation carries forward $30,000 for this project.

Increase beginning fund balance	114	3080000000		30,000
Increase repairs & maintenance budget	114	5010000480	30,000	

	Department		Code	Rev	Exp	FB
GGR-8	Municipal Arts	Re-approp - Municipal Arts Program Projects	112R	32,300	32,300	

This re-appropriation carries forward $32,300 for the Municipal Arts Program projects listed below. Professional service agreements were initiated in 2015 but the projects were not completed by year-end.

- Repair damaged historical Jacobsen mural at downtown library - $23,225
- Design and coordinate fabrication/installation of two historical displays in the lobby of City Hall - $9,075

Increase beginning fund balance	112	3080000100		32,300
Increase professional services	112	5103307410	32,300	

	Department		Code	Rev	Exp	FB
GGR-9	Administration	Re-approp - Transportation Consultant	004R		35,000	
GGR-9	General Fund	Re-approp - Transportation Consultant	002R	35,000		

This re-appropriation carries forward $35,000, the remaining balance of a professional services agreement entered into in 2015, for consultant services on light rail systems, transit, and transportation in the City of Everett.

Increase beginning fund balance	002	3080000000		35,000
Increase professional services	004	5550000410	35,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-10	Municipal Arts	Re-approp - 1% for Arts Program	112R	180,200	180,200	

This re-appropriation carries forward the available 1% for Arts funds for expenditure in 2016. Projects include commissioning artwork for the municipal court.

Increase beginning fund balance	112	3080000200		101,100
Increase beginning fund balance	112	3080000210		79,100
Increase professional services - 1% for Arts General	112	5200201410	101,100	
Increase professional services - 1% for Arts Transit	112	5210211410	79,100	

	Department		Code	Rev	Exp	FB
GGR-11	GenGov Special Projects	Re-approp - Gen Gov Special Projects	115R	486,679	486,679	

This re-appropriation carries forward funds that were set aside for specific General Government special projects.

Projects include:
- $12,931 for the remaining GTS site clean up and monitoring
- $134,383 for the US2 route development project
- $114,365 for outside consultants related to the budget restructure effort
- $225,000 for landslide repairs (Narbeck Creek area)

Increase beginning fund balance	115	3080000000		376,810
Increase transfers in from general fund	115	3970073002		109,869
Increase professional services	115	5710000410	352,296	
Increase intergovernmental payments	115	5730000510	134,383	

	Department		Code	Rev	Exp	FB
GGR-12	Street Improvements	Re-approp - Street Projects	119R	579,139	579,139	

This re-appropriation carries forward the remaining 2015 budgeted Street Improvement funds to 2016 for street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and a General Fund allocation. These funds are used for arterial street projects, sidewalk replacements, parking improvements, traffic accident repairs, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase beginning fund balance	119	3080000000		579,139
Increase construction budget	119	5524000953650	579,139	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-13	Non-Dept Gen Govt	Re-approp - Labor Contingency	009R		650,000	
GGR-13	General Fund	Re-approp - Labor Contingency	002R	650,000		

This re-appropriation proposes to carry forward $650,000 in contingency funds that were set aside in 2015 for labor contract settlements.

Increase beginning fund balance	002	3080000000		650,000
Increase non-departmental expenditure budget	009	5000068110	650,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-1	Police	Amendment - Homeland Security Grant	031A		14,486	
GGA-1	General Fund	Amendment - Homeland Security Grant	002A	14,486		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management grant award, discussed in GGR-3, was amended to provide an additional $14,486 for the Snohomish County/Everett Police Region One SWAT team with a specialized vehicle for enhancing responder safety and assistance capabilities.

Council approved the grant amendment at the December 23, 2015, Council meeting.

Increase grant revenue	002	3339707203		14,486
Increase equipment budget	031	5320000350	14,486	

	Department		Code	Rev	Exp	FB
GGA-2	Police	Amendment - Traffic Safety Grant	031A		13,100	
GGA-2	General Fund	Amendment - Traffic Safety Grant	002A	13,100		

The Washington State Traffic Safety Commission is providing funds to Snohomish County law enforcement agencies to conduct high visibility enforcement traffic safety emphasis patrols in support of Target Zero Team priorities. The 2015-2016 memorandum of understanding (MOU) with the Washington Traffic Safety Commission sets forth the requirements of the Everett Police Department to participate in the project and receive the allotted funding. The allocation is $3,000 for impaired driving enforcement, $1,600 for seat belt enforcement, $1,000 for distracted driving enforcement, $5,500 in flex funding for any of the aforementioned, and $2,000 for motorcycle safety enforcement.

Council authorized the Mayor to sign the 2015-2016 MOU at the December 2, 2015, Council meeting.

Increase grant revenue	002	3332060131		13,100
Increase overtime budget	031	5220000120	13,100	

	Department		Code	Rev	Exp	FB
GGA-3	Police	Amendment - STOP Violence Grant	031A		32,170	
GGA-3	General Fund	Amendment - STOP Violence Grant	002A	32,170		

The Everett Police Department has been awarded funds from the STOP Violence Against Women Formula Grant program since 1997. The fiscal year 2015 agreement with the State Department of Commerce relates to use of grant program funding to improve the criminal justice and community response to violence against women in Snohomish County. The grant funds will be used for law enforcement training on this issue.

Council approved this grant contract at the September 30, 2015, Council meeting.

Increase grant revenue	002	3331657001		32,170
Increase professional services budget	031	5920000520	32,170	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-4	Fire	Amendment - Homeland Security Grant	032A		63,473	
GGA-4	General Fund	Amendment - Homeland Security Grant	002A	63,473		

The Department of Homeland Security Emergency Management Performance Grant funds are allocated to jurisdictions to support their local emergency management operating budget in an effort to enhance their programs. This award, in the amount of $63,473, requires a fifty percent match of non-federal origin. The Fire department's operating budget meets this requirement.

Council approved acceptance of this grant at the December 9, 2015, Council meeting.

Increase grant revenue	002	3339704205		63,473
Increase salaries	032	5150001110	48,825	
Increase benefits	032	5150001210	14,648	

	Department		Code	Rev	Exp	FB
GGA-5	Non-Dept Gen Govt	Amendment - WSB Security	009A		62,000	
GGA-5	General Fund	Amendment - WSB Security	009A			(62,000)

This amendment proposes to increase the General Government Non-Departmental transfer out budget by $62,000. Funds will be transferred to the Property Management Fund to provide security guard services at the Wall Street Building. Please see NGA-3 for additional information.

Increase transfers out	009	5000146550	62,000	
Decrease ending fund balance	009	5980000490		62,000

	Department		Code	Rev	Exp	FB
GGA-6	Administration	Amendment - Graphic Design Support	004A		5,000	
GGA-6	General Fund	Amendment - Graphic Design Support	009A			(5,000)

This amendment provides additional funding for external graphic design support. The communications office uses outside graphics support for website graphics, event materials, and advertising, as well as coordinates and manages graphic design support for departments that don't have dedicated internal graphic designers, including the animal shelter and senior center.

Increase professional services	004	5500000410	5,000	
Decrease ending fund balance	009	5980000490		5,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-7	Administration	Amendment - Administrative Assistant	004A		58,705	
GGA-7	General Fund	Amendment - Administrative Assistant	009A			(58,705)

This amendment provides funding for a new Administrative Assistant position for Administration. The position will support the City's websites (external website and intranet) and the City's online tourism efforts (website and social media). Responsibilities will include developing and implementing an online strategy and content for the City's tourism initiatives, providing project management support for new cross-departmental web tools such as online payments, Request Tracker, Community Voice, and a mobile app. The position will also be responsible for training new staff, working with CivicPlus and IT to resolve issues, tracking and reporting on analytics for the City websites, and developing and disseminating website policies and best practice guidance.

Increase salaries	004	5500000110	42,540	
Increase benefits	004	5500000210	16,165	
Decrease ending fund balance	009	5980000490		58,705

	Department		Code	Rev	Exp	FB
GGA-8	Finance	Amendment - Administrative Coordinator	010A		67,025	
GGA-8	General Fund	Amendment - Administrative Coordinator	009A	67,025		

This amendment provides funding for a new Public Disclosure Coordinator position in the City Clerk's office. The additional position will allow the Deputy City Clerk to refocus attention on tax compliance work. The offset is an increase to B&O tax revenue.

Increase salaries	010	5110000110	47,870	
Increase benefits	010	5110000210	19,155	
Increase B&O Tax revenue	002	3161000000		67,025

	Department		Code	Rev	Exp	FB
GGA-9	Fire	Amendment - Assistant Fire Chief (temporary)	032A		154,360	
GGA-9	General Fund	Amendment - Assistant Fire Chief (temporary)	002A			(154,360)

This amentment provides funding for the addition of an Assistant Fire Chief as part of the Fire Department's succession planning efforts. This position will allow for the training, coaching, and mentoring essential for a smooth transition.

Increase salaries	032	5100000110	126,530	
Increase benefits	032	5100000210	27,830	
Decrease ending fund balance	009	5980000490		154,360

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-10	Police	Amendment - Streets Initiative Program	031A		648,093	
GGA-10	Legal	Amendment - Streets Initiative Program	003A		89,207	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		262,700	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		(1,000,000)	

This amendment reclasses the funds set aside for the Streets Initiative project from the Non-Departmental General Government budget to the Police and Legal department budgets. At the time the budget was developed the details of how the funds were be distributed were not available. The estimates have now been completed. The reclass of budget is for four entry level police officers, one sergeant and two social workers for the Police department, one Prosecutor for the Legal department, and funding for related police vehicles for the new staff.

Increase salaries & benefits - Police	031	5xxxxxxxxx	563,103	
Increase M&O - Police	031	5xxxxxxxxx	84,990	
Increase salaries & benefits - Legal	003	5200000110/210	83,150	
Increase M&O - Legal	003	520000049x	6,057	
Increase transfers out to MVD reserve for vehicles	009	5000001550	262,700	
Decrease special allocations	009	5000900494		1,000,000

	Department		Code	Rev	Exp	FB
GGA-11	Administration	Amendment - Government Affairs Director	004A		21,650	
GGA-11	General Fund	Amendment - Government Affairs Director	009A			(21,650)

This amendment provides the necessary budget for the Government Affairs Director position transition period of two months.

Increase salaries and benefits	004	5550000110	21,650	
Decrease ending fund balance	009	5980000490		21,650

	Department			Rev	Exp	FB
GGA-12	Administration	Amendment - Staff Re-organization	004A		183,708	
GGA-12	Neighborhoods	Amendment - Staff Re-organization	022A		(152,392)	
GGA-12	Parks	Amendment - Staff Re-organization	009A		(155,426)	
GGA-12	Non-Dept Gen Govt	Amendment - Staff Re-organization	101A			124,110

This amendment reclasses budget authority to account for the re-organization of positions within the General Government. Position changes include adding an Executive Director to Administration, eliminating an Assistant Parks Director position from Parks, and eliminating an Executive Administrator position from Neighborhoods.

Increase salaries and benefits - Administration	004	5200000110	183,708	
Decrease salaries and benefits - Neighborhoods	022	5010000110		152,392
Decrease salaries and benefits - Parks	101	5101010000110		155,426
Increase ending fund balance - General Fund	009	5980000490	124,110	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-13	Administration	Amendment - Retiree payouts	004A		51,600	
GGA-13	Neighborhoods	Amendment - Retiree payouts	022A		26,400	
GGA-13	General Fund	Amendment - Retiree payouts	009A			(78,000)

This amendment increases the Administration and Neighborhoods budgets for unbudgeted retirement payouts (vacation and sick leave).

Increase salaries and benefits - Administration	004	5550000110/210	51,600	
Increase salaries and benefits - Neighborhoods	022	5010000110/210	26,400	
Decrease ending fund balance	009	5980000490		78,000

	Department		Code	Rev	Exp	FB
GGA-14	Non-Dept Gen Govt	Amendment - City Intranet	009A		42,000	(42,000)

This amendment provides funding for a new City intranet website. Funds will be transferred from the General Fund to the Computer Reserve Fund where the project will be managed. Please see NGA-4 for additional information.

Increase transfers out	009	5803004990	42,000	
Decrease ending fund balance	009	5980000490		42,000

	Department		Code	Rev	Exp	FB
GGA-15	Planning	Amendment - Assisted Hearing System	021A		16,000	
GGA-15	Non-Dept Gen Govt	Amendment - Assisted Hearing System	009A			(16,000)

This amendment provides funding for an assisted hearing loop system in the Wall Street Building's 8th floor hearing room.

Increase professional services	021	5010000410	16,000	
Decrease ending fund balance	009	5980000490		16,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-16	Non-Dept Gen Govt	Amendment - Prefund 2017 Expenditures	009A		6,358,762	(6,358,762)

This amendment proposes to use 2015 under expenditures to prefund the 2017 Police and Fire LEOFF1 pension contributions in the amount of $2,678,914, and the 2017 insurance reserve contributions in the amount of $3,679,848.

Increase transfers out for 2017 LEOFF1 Police and Fire pensions	009	5000637550	2,678,914	
Increase transfers out for 2017 insurance contributions	009	5000026960	3,679,848	
Decrease ending fund balance	009	5980000490		6,358,762

	Department		Code	Rev	Exp	FB
GGA-17	Non-Dept Gen Govt.	Amendment - Reserve Contributions	009A		5,080,000	(5,080,000)

This amendment proposes to split the remaining fund balance, above the required 20% of projected revenues, between CIP 1 and CIP 4.

Increase transfers out	009	5001162550	2,540,000	
Increase transfers out	009	5004162550	2,540,000	
Decrease ending fund balance	009	5980000490		5,080,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-1	Criminal Justice	Re-approp - 2013 Justice Assistance Grant	156R	5,619	5,619	

The Police Department was awarded a $54,553 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the September 18, 2013, Council meeting. The $5,619 in remaining grant funds are expected to be spent prior to September 2016- the end of the grant period.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673863		5,619
Increase expenditure budget	156	5630000445	5,619	

	Department		Code	Rev	Exp	FB
NGR-2	Criminal Justice	Re-approp - 2014 Justice Assistance Grant	156R	15,148	15,148	

The Police Department was awarded an $85,687 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the August 20, 2014, Council meeting. The $15,148 in remaining grant funds are expected to be spent within the grant period, which ends September 2017.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673864		15,148
Increase expenditure budget	156	5640000410	15,148	

	Department		Code	Rev	Exp	FB
NGR-3	Criminal Justice	Re-approp - 2015 Justice Assistance Grant	156R	70,004	70,004	-

The Police Department was awarded a $69,834 Edward Byrne Memorial Assistance grant for the acquisition of law enforcement equipment and technology. Funds will be used for the Department's Workforce Telestaff upgrade. Council authorized acceptance of this award at the July 8, 2015, Council meeting.

This re-appropriation carries forward the unspent grant funds and interest to 2016.

Increase grant revenue	156	3311673865		70,004
Increase expenditures	156	5650000350	70,004	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-4	MVD	Re-approp - Vehicle & Equip. Purchases	126R	919,395	919,395	

This amendment re-appropriates funds for vehicles and equipment scheduled for replacement in 2015, but not received by year-end.

Engineering - personnel lift truck, service truck, and two staff cars - $38,458
Fire - ladder replacement - $789,059
Parks - cargo van and rescue boat- $91,878

Increase beginning fund balance	126	3080000000		919,395
Increase vehicle expenditures - Engineering	126	5200024640	38,458	
Increase vehicle expenditures - Fire	126	5200032640	789,059	
Increase vehicle expenditures - Parks	126	5200101640	91,878	

	Department		Code	Rev	Exp	FB
NGR-5	CIP 3	Re-approp - Park & Street Projects	154R	999,869	999,869	

This amendment re-appropriates CIP 3 funds for Council approved Park and Street projects that were not completed by December 31, 2015.

Park Projects include:
- Downtown Area Sustainable Maint Renovation - $3,000
- Gateways Sustainable Maint Renovation - $42,000
- Jackson Park New MP Improvements - $250,000
- Howarth Park Pedestrian Bridge Repair - $200,000

Street Projects include:
- Pigeon Creek/BNSF Ped Overcrossing - $20,000
- US 2 Route Development - $109,869
- Grand Avenue Pedestrian Bridge - $375,000

Increase beginning fund balance	154	3080000000		999,869
Increase transfers out - park projects	154	5354010550	495,000	
Increase transfers out - street projects	154	5303500550	504,869	

	Department		Code	Rev	Exp	FB
NGR-6	CIP 4	Re-approp - CIP 4 Project	162R	100,000	100,000	

This amendment re-appropriates CIP4 funds for the Council approved Riverfront Public Amenities and Wetland Enhancement project.

Increase beginning fund balance	162	3080062000		100,000
Increase project expenditures	162	5625260550	100,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-7	Criminal Justice	Re-approp - Equipment Replacement	156R	426,726	426,726	-

This amendment re-appropriates 2015 budgeted Criminal Justice funds to 2016 for the New World Project.

Increase beginning fund balance	156	3080000000		426,726
Increase equipment budget	156	5600470350	426,726	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-1	CIP 3	Amendment - CIP 3 Projects	154A		500,000	(500,000)

This amendment increases the CIP3 expenditure budget for the following:

$300,000 for the Wiggums Hollow Restroom Replacement project as approved by Ordinance 3473-15
$200,000 for the South Everett Forest Preserve Recreational Improvements as approved by Ordinance 3477-16.

Increase CIP 3 transfers out	154	5354010550	500,000	
Decrease ending fund balance	154	5990000490		500,000

	Department		Code	Rev	Exp	FB
NGA-2	CIP 4	Amendment - CIP 4 Projects	162A		2,500,000	(2,500,000)

This amendment increases the CIP 4 expenditure budget by $2,500,000 for the Riverfront 3-Acre New City Park (Phase 1) as approved by Plans and Systems Ordinance 3476-16.

Increase transfers out	162	5625260550	2,500,000	
Decrease ending fund balance	162	5620999490		2,500,000

	Department		Code	Rev	Exp	FB
NGA-3	Property Mgmt Fund	Amendment - Wall Street Building Security	146A	62,000	62,000	-

This amendment increases the Property Management budget by $62,000 to provide security guard services at the Wall Street Building. Coverage will be from 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays. The annual amount of the contract is $73,417.50. The $62,000 for this amendment is a prorated amount for the remainder of 2016.

Increase transfers in	146	3970002000		62,000
Increase professional services	146	5200000410	62,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-4	Computer Reserve	Amendment - City Intranet	505A	42,000	42,000	

This funding request supports the development of a new City intranet site and a new library subsite on the CivicPlus platform. The City currently uses three different intranet platforms, all of which are at the end of their lifespans and pose security risks. The new site will exist as a separate site from the City's external website, allowing for easier management of content and navigation and less risk of confusion for the public and employees. Funding is a transfer in from the General Fund, please see GGA-14.

Increase transfers in	505	3970030000		42,000
Increase professional services	505	5130000410	21,000	
Increase equipment budget	505	5130000640	21,000	

ATTACHMENT A

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Finance/Purchasing
	Consent	Contact Person	Clark Langstraat
x	Action	Phone Number	425-257-8901
	First Reading	FOR AGENDA OF	March 30, 2016
	Second Reading		
	Third Reading	Initialed by:	
	Public Hearing	Department Head	
		CAA	
		Council President	

Location	Preceding Action	Attachments	Department(s) Approval
Motor Vehicle Division		Proposed Resolution	Motor Vehicle Division, Purchasing

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	Revenue
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The City owns the following equipment that is no longer of use to City departments:

J0043 –2000 Sterling L-7501 Dump Truck with Snow Plow and Sander
Estimated present value $15,000-$20,000
Rescue 6 – 2000 Almar Sounder 17-Foot Boat with Outboard Motor and Trailer
Estimated present value $5,000-$7,500

Staff estimates present values based on previous and current sales, and recommends sale at public auction.

RECOMMENDATION (Exact action requested of Council):
Adopt a Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

RESOLUTION No._____

A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Whereas, the City has a 2000 Sterling L-7501 Dump Truck (J0043) with Snow Plow (N0022) and Sander (N0004); and a 2000 Almar Sounder Boat with a 2000 EZ Loader EZW Trailer and 2000 Honda BF75A Outboard Motor (RESCUE-6, 6a and 6b) in its fleet; and

Whereas, the above-referenced equipment is no longer of value or use to the City; and

Whereas, Ordinance 2963-06 establishes a procedure and methods for surplusing or disposition of City-owned personal property; and

Whereas, based on the guidelines set forth in Section 2 of Ordinance 2963-06 a public auction is the disposition method that best meets the City's interests; and

Whereas, the City's purchasing manager has reported the basis for the estimated value of the surplus property and has recommended surplusing the above-referenced vehicles and equipment by public auction.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Everett:

The 2000 Sterling L-7501 Dump Truck (J0043) with Snow Plow (N0022) and Sander (N0004); and 2000 Almar Sounder Boat with a 2000 EZ Loader EZW Trailer and 2000 Honda BF75A Outboard Motor (RESCUE-6, 6a and 6b) are no longer of value or use to the City; and

2. The disposition of this equipment at a Public Auction is hereby authorized.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF MARCH, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment to Contract Documents, Enterprise Software Assurance Agreement, with Microsoft Corporation, for Visio purchases and software updates

_____	Briefing
_____	Proposed Action
_____	Consent
x	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	March 30, 2016

Initialed by:
Department Head _____
CAA db
Council President SDM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	Council Approval December 3, 2014	Amendment	Information Technology

Amount Budgeted	Purchases as needed	
Expenditure Required	Purchases as needed	Account Number(s): Various
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Information Technology would like to add Visio software purchases to the City's three year Enterprise Software Assurance Agreement with Microsoft. Purchases will be made as needed throughout the term of the agreement, with an annual cost estimated to be $1,500 or less, including Washington State sales tax.

The Enterprise Agreement supports the computer operating system, Office Pro (including Word, Excel, Access, and PowerPoint) as well as network, Exchange/e-mail, Systems Configuration Management, and Share Point client access licenses. The Enterprise Agreement provides Software Assurance that allows upgrades to the latest release for any of the covered licenses, without additional cost.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Amendment to Contract Documents, Enterprise Software Assurance Agreement, with Microsoft Corporation, for Visio purchases and software updates, for an annual cost less than $1,500, including Washington State sales tax.

Microsoft Volume Licensing

Amendment to Contract Documents

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

Enrollment Number *Microsoft to complete for initial term* *Partner to complete for renewal*	6641925	0439662

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(June2015)		M97	B

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73529

0439662

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Invoice for Quoted Price Amendment	M97 (6641925)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Everett **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
_____ _____

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA