

# Everett City Council Agenda

## 6:30 P.M. November 16, 2016

### City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: November 9, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

#### PROPOSED ACTION ITEMS:

(1) CB 1610-45 – 2nd Reading – Adopt the Proposed Ordinance adjusting water, filtration, sewer and storm water rates as recommended. (3rd and final reading on 11-30-16)

Documents:

[CB 1610-45-1.pdf](#)

(2) CB 1611-47 – 2nd Reading – Adopt the Proposed Ordinance relating to Municipal Court Judge Positions, amending Ordinance No. 1259-86 as amended by Ordinance No. 2228-97 (Chap. 2.108.080 EMC). 3rd and final reading on 11-23-16)

Documents:

[CB 1611-47.pdf](#)

#### CONSENT ITEMS:

(3) Adopt Resolution No. \_\_\_\_ authorizing claims against the City of Everett in the amount of \$1,505,128.32 for the period of October 29, 2016 through November 4, 2016.

Documents:

[res-111.pdf](#)

(4) Adopt Resolution No. \_\_\_\_ authorizing payroll claims against the City of Everett in the amount of \$3,673,146.40 for the period ending October 29, 2016.

Documents:

[payroll-73.pdf](#)

ACTION ITEMS:

(5) Authorize the Mayor to sign the Master Services Agreement with Mythics, Inc. for Professional Services to support Oracle and other technology products as needed in an amount not to exceed \$20,360.

Documents:

[Mythics.pdf](#)

(6) CB 1610-46 – 3rd and final Reading –Adopt the Proposed Ordinance repealing Section 2 of Ordinance 3440-15 (Everett Municipal Code 14.04.025) relating to discounted rates for water and sewer services for low-income, senior residents.

Documents:

[CB 1610-46.pdf](#)

Executive Session

Adjourn

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Everett City Council meetings are recorded for rebroadcast on the [Everett Channel](#), Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An ordinance establishing current rates for water, filtration, sewer, and storm water for the City of Everett.

11/02/16 Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 11/2/2016 First Reading  
 11/9/16 Second Reading  
 11/16/16 Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # 081610-45  
 Originating Department \_\_\_\_\_  
 Contact Person Matt Welborn  
 Phone Number 425 257-8974  
 FOR AGENDA OF Nov. 2, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President \_\_\_\_\_

*dp*  
*jm*

Location                      Preceding Action                      Attachments                      Department(s) Approval  
 \_\_\_\_\_  
 Ordinance #3299-12                      Ordinance  
 Ordinance #3417-14

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

**DETAILED SUMMARY STATEMENT:** Everett Utilities has completed the 2016 water, filtration, sewer, and storm water cost of service study. The study indicates increased water and filtration charges are necessary to fund capital expenditures, and to meet water quality, supply, regulatory and financial obligations of Everett Utilities. Water and filtration rates, based on consumption of 700 cubic feet per month, will increase annually from the current charge of **\$29.734** per month to **\$29.876** per month in 2017, **\$31.060** per month in 2018, **\$32.232** in 2019, and **\$33.454** in 2020. Increased sewer and surface water charges are necessary to continue to aggressively maintain, replace, and expand utility infrastructure. Sewer rates will increase annually from the current Single-Family charge of \$59.87 per month to **\$67.22** in 2017, **\$71.26** in 2018, **\$75.33** in 2019, and **\$79.65** in 2020. Surface water rates for unsewered accounts increases annually from the current Single-Family charge of \$17.44 per month to **\$22.67** in 2017, **\$24.48** in 2018, **\$26.44** in 2019, and **\$28.56** in 2020. The overall utility bill increase for a single-family customer using 700 cubic feet of water per month will be 8.0% in 2017, 5.2% in 2018, 4.9% in 2019, and 5.0% in 2020.

**RECOMMENDATION** (Exact action requested of Council): That City Council adopt the ordinance adjusting water, filtration, sewer, and storm water rates as recommended.



ORDINANCE NO. \_\_\_\_\_

**An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).**

**WHEREAS**, Ordinance 3417-14 was adopted on December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

**WHEREAS**, Ordinance 3299-12 was adopted on November 21, 2012, establishing current water and filtration rates for Everett water customers; and

**WHEREAS**, the 2016 cost of service study has been completed; and

**WHEREAS**, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

**WHEREAS**, the City Council finds that the charges herein are reasonable;

**NOW, THEREFORE**, the City of Everett does ordain:

**Section 1:** Effective January 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$67.22 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$7.47 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance Relating to Municipal Court Judge Positions, amending Ordinance No. 1259-86 as amended by Ordinance No. 2228-97 (Chap. 2.108.080 EMC)	<u>11/9/16</u>  <u>x</u> <u>11/16/16</u> <u>11/23/16</u> <u>11/30/16</u>    	Briefing Proposed Action Consent Action First Reading Second Reading Third Reading  Public Hearing Budget Advisory	COUNCIL BILL #  Originating Department Contact Person Phone Number FOR AGENDA OF  Initialed by: Department Head CAA Council President	<u>CB16147</u>  <u>Legal</u> <u>Jim Iles</u> <u>425-257-7000</u> <u>Nov. 9, 2016;</u> <u>Nov. 16, 2016;</u> <u>Nov. 23, 2016;</u> <u>Nov. 30, 2016</u>    <u>Jim</u>
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<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Ordinance	<u>Department(s) Approval</u> Administration, Municipal Court, Legal
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

With Judge Odell's retirement, the Municipal Court has a vacancy which cannot be filled until the next municipal election. The Everett Municipal Code authorizes the Mayor (along with the concurrence of at least 4 Councilmembers) to make an appointment to fill the vacancy until the next municipal election. Currently an appointed interim judge, like the full time Municipal Court judges, is required to be an Everett resident. However, State law permits the City to authorize a municipal court judge to be a resident of the county in which the city is located. Everett's residency requirement is more restrictive than State law. The proposed amendment would, consistent with State law, expand the residency requirement for an interim Municipal Court Judge appointment to include qualified Snohomish County residents. Even with this amendment, an interim appointment could not occur without the recommendation of the Mayor and the concurrence of at least 4 Councilmembers.

**RECOMMENDATION** (Exact action requested of Council):

Adopt An Ordinance Relating to Municipal Court Judge Positions, amending Ordinance No. 1259-86 as amended by Ordinance No. 2228-97 (Chap. 2.108.080 EMC).



ORDINANCE NO. \_\_\_\_\_

An Ordinance Relating to Municipal Court Judge Positions,  
amending Ordinance No. 1259-86 as amended by Ordinance No.  
2228-97 (Chapter 2.108 EMC).

**WHEREAS**, Chapter 2.108 EMC concerns the Everett Municipal Court; and

**WHEREAS**, the City wishes to provide a mechanism for the appointment of interim judges;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** EMC 2.108.080 (Ord. 2228-97 § 5, 1997; Ord. 1259-86 § 8, 1986) entitled  
“Judicial Vacancy,” which reads as follows:

Any vacancy in the municipal court due to a death, disability, or resignation of a municipal court judge shall be filled by an appointment made by the mayor until the next municipal election. The appointment shall be subject to confirmation by the city council. City council confirmation shall be by a majority of the whole membership. The appointed judge shall be qualified to hold the position of judge of the municipal court as provided herein. .

is hereby amended to be entitled “Interim Appointments” and to read as follows:

Any vacancy in the municipal court due to a death, disability, or resignation of a municipal court judge shall be filled by an interim appointment or appointments made by the mayor, so that the vacant position is filled until the next municipal election. The Each interim appointment shall be subject to confirmation by the city council. City council confirmation shall be by a majority of the whole membership. The-An appointed interim judge shall be qualified to hold the position of judge of the municipal court as provided herein, except that the judge must be a Snohomish County resident but need not be an Everett resident.

**Section 2.** The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 3.** 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 numbers, and any references thereto.

\_\_\_\_\_  
Ray Stephanson, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_



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

That the payroll of the employees of the City of Everett as of October 29, 2016, and checks issued November 04, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,565.76	\$5,559.01
003	Legal	\$58,156.97	20,179.98
004	Administration	52,392.31	14,254.42
005	Municipal Court	46,797.53	18,916.67
007	Personnel	47,280.13	17,450.36
010	Finance	52,103.77	19,936.88
015	Information Technology	51,641.96	19,533.45
021	Planning & Community Dev	42,634.50	14,034.64
022	Neighborhoods & Community Svcs	5,370.08	2,322.03
024	Public Works	153,647.82	58,465.94
026	Animal Shelter	35,627.23	13,210.16
027	Senior Center	10,960.96	4,022.28
031	Police	816,200.02	246,281.40
032	Fire	546,944.31	164,935.81
038	Facilities/Maintenance	67,101.95	29,539.46
101	Parks & Recreation	190,326.17	72,792.32
110	Library	117,427.09	40,940.72
112	Community Theatre	6,975.26	2,882.81
120	Street	63,386.77	27,090.96
153	Emergency Medical Services	156,766.84	45,151.86
197	CHIP	9,034.00	3,918.00
198	Community Dev Block	6,505.03	2,257.57
401	Utilities	657,274.11	257,643.97
425	Transit	365,747.76	153,871.26
440	Golf	26,006.61	9,456.40
501	Equip Rental	65,366.28	27,166.71
507	Telecommunications	10,905.18	4,228.89
		<u>\$3,673,146.40</u>	<u>\$1,296,043.96</u>

\_\_\_\_\_  
Councilperson Introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Master Services Agreement with Mythics, Inc. For Professional Services to support Oracle and other technology products as needed.

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_  Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Information Technology  
 Contact Person Kevin Walser  
 Phone Number 425-257-8663  
 FOR AGENDA OF November 16, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Information Technology		Mythics Master Services Contract Statement of Work	IT, Legal

Amount Budgeted	\$20,360	
Expenditure Required	\$20,360	
Budget Remaining	\$0	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Information Technology would like to enter into a Master Services Agreement with Mythics, Inc. to provide Professional Services to support Oracle and other technology products in an amount not to exceed \$20,360.

**RECOMMENDATION** (Exact action requested of Council): Authorize the Mayor to sign the Master Services Agreement with Mythics, Inc. for Professional Services to support Oracle and other technology products as needed in an amount not to exceed \$20,360.



**MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement"), by and between City of Everett, a Washington municipal corporation ("CLIENT") and Mythics, Inc., a Virginia corporation (the "COMPANY"), is effective as of 4 November 2016 (the "Effective Date").

**WHEREAS**, the CLIENT desires to retain COMPANY to perform those services set forth in Exhibit A attached hereto (the "Statement of Work" or the "Services"), and COMPANY desires to perform or provide for the performance of the Services for the CLIENT.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. RENDITION OF THE SERVICES**

**A. The Services.**

i. CLIENT hereby retains COMPANY to perform the Services, and COMPANY agrees to perform the Services for CLIENT, during the Term (as defined below) of this Agreement. The Services may be updated from time to time by CLIENT, and upon execution by each of COMPANY and CLIENT of a separate Statement of Work for each engagement, shall be deemed a part of this Agreement, subject to each of the terms and conditions contained herein. If any terms and conditions between the Agreement and Statement of Work are in conflict, the Agreement will govern.

ii. COMPANY will perform, undertake, carry out and complete all work, Services and provide all deliverables described in the Statement of Work (the "Deliverables"), and assign its own employees, consultants, contractors or subcontractors (collectively, the "Personnel") to perform all services in keeping with generally accepted industry standards as set forth in Section VI. i. herein, according to the established time frames and description as set forth in the applicable Statement of Work. CLIENT hereby authorizes COMPANY, at its election, to subcontract all or a portion of the Services to an entity or individuals chosen in COMPANY's sole discretion (a "Subcontractor"). For purposes of this Agreement, all references to COMPANY's performance of the Services shall be deemed to include any Subcontractor selected by COMPANY.

iii. No work or Services by COMPANY or the Personnel shall be subject to compensation by CLIENT unless and until set forth in a Statement of Work signed by authorized representatives of each party to this Agreement. For the CLIENT, the authorized representative may be either the Mayor or the CLIENT's IT Director.

**B. Location of the Services.**

i. COMPANY shall perform the Services at the location determined by the CLIENT (the "Worksite").

ii. CLIENT shall provide any written rules and regulations regarding the Worksite to



COMPANY, and upon receipt, COMPANY agrees to abide by and to require all of the Personnel to abide by all such written rules and regulations. CLIENT shall have the right to reasonably modify the work rules or promulgate additional work rules, and COMPANY and the Personnel shall comply with such modified or additional work rules immediately following receipt thereof.

## II. TERM AND TERMINATION

**A. Term.** This Agreement shall commence on the Effective Date and shall continue for consecutive periods of one (1) year each, with the Agreement automatically renewing on the annual anniversary of the Effective Date (the "Renewal Date"), unless earlier terminated under Article II (B) or (C), or upon written notice to the other party thirty (30) days before the Renewal Date. The period from the Effective Date to the date this Agreement terminates for any reason is referred to as the "Term."

**B. Termination for Breach.** Either party may terminate this Agreement for material breach of this Agreement by the other party upon thirty (30) days written notice to the other party, if such breach is not cured by the other party within such period. CLIENT shall pay COMPANY for all services rendered and expenses incurred by COMPANY prior to such termination.

**C. Termination for Insolvency.** Either party to this Agreement may terminate this Agreement by written notice to the other party if the other party: is adjudicated an involuntary bankrupt, or a decree or order approving a petition or answer filed against such party asking for reorganization under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, or if a petition for involuntary bankruptcy has been filed against the other party and such petition has not been dismissed within forty-five (45) days of the filing; files or admits to the jurisdiction of the court the material allegations contained in any petition pursuant, or purporting to be pursuant, to the Federal Bankruptcy laws as now or hereafter amended, or such party institutes any proceeding for any relief under any bankruptcy or insolvency law or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or makes any assignment for the benefit of creditors or applies for consent to the appointment of a receiver for itself or any of its property.

**D. Return of all Materials.** Upon termination of this Agreement for any reason and subject to the Transparency Laws (defined below), each party shall, upon written request of the other party, deliver to the other party, or confirm destruction of, all Confidential Information and Inventions (each, as defined below) in the possession of the party or the Personnel, including, without limitation, all drawings, writings, computer software, descriptions, or other papers, including all copies thereof. Upon termination of this Agreement for any reason, COMPANY shall stop work immediately and make all work in progress available to CLIENT.

## III. PAYMENT TERMS

**A. Payment for the Services.**



- i. COMPANY will be compensated for the services of personnel in accordance with the rates negotiated and documented in each applicable Statement of Work. Within seven (7) days after the end of each month during the Term of this Agreement, COMPANY shall invoice CLIENT for the Services, and each such invoice shall set forth (a) the name of each consultant that has performed the Services, (b) the date(s) each such consultant performed the Services, (c) the exact number of hours each such consultant spent performing the Services, (d) the hourly rate for each consultant, and (e) the total amount due from CLIENT to COMPANY pursuant to that invoice.
- ii. All payments from CLIENT to COMPANY are due in full within thirty (30) days after receipt of payment from the customer or no later than sixty (60) days from receipt of a valid COMPANY invoice (with backup receipts and delineation of the hours worked on a daily basis), whichever comes first. If any portion of a bill has not been paid within sixty (60) days of receipt of invoice, interest at the rate of one percent per month [12] per annum], compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the bill, COMPANY may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release CLIENT from any of its obligations hereunder.
- iii. COMPANY shall be solely responsible for the reporting and payment of all applicable federal or state sales or use taxes, or related to levies, applicable to the Services and payment therefore.

**B. Expenses and Reimbursement.** All expenses including, without limitation, hotel, food and transportation costs, shall be reimbursed by CLIENT to COMPANY in compliance with the Federal Travel Regulations (copies of receipts are required).

#### **IV. REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties.** As an inducement to the parties to enter into this Agreement, both parties represent and warrant as follows:

- i. The parties have full power and authority to sign and deliver this Agreement and to perform its obligations under this Agreement. The signing, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of CLIENT and COMPANY.
- ii. CLIENT and COMPANY have duly and validly signed and delivered this Agreement. This Agreement constitutes a valid and legally binding obligation of CLIENT and COMPANY, enforceable against it in accordance with its terms.

#### **V. PROPRIETARY RIGHTS**

**A. Confidential and Proprietary Information and Materials.** “Confidential Information” means information, not generally known, and proprietary to the CLIENT or to a third party for whom the CLIENT is performing work, including, without limitation, information concerning any patents or



trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the CLIENT, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the CLIENT, any confidential secret development or research work of the CLIENT, or any other confidential information or proprietary aspects of the business of the CLIENT. All information which COMPANY acquires or becomes acquainted with during the period of this Agreement, whether developed by COMPANY or by others, which COMPANY has a reasonable basis to believe to be Confidential Information, or which is treated by the CLIENT as being Confidential Information, shall be presumed to be Confidential Information.

**Non-Use and Non-Disclosure.** Confidential Information of the disclosing party may be used by the receiving party only in connection with the performance of the receiving party's obligations under this Agreement. Each party agrees to protect from disclosure the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, which standard of care shall be no less than reasonable care. Confidential Information does not include information which (i) is already known to the receiving party and has properly been obtained as of the date of disclosure; (ii) already in possession of the public or becomes available to the public other than through the act or omission of the receiving party in violation of this Agreement; (iii) required to be disclosed under applicable law or by governmental order, decree, regulation or rule (provided that the receiving party shall give written notice to the disclosing party prior to such disclosure); (iv) acquired independently and without obligation of confidence from a third party that represents that it has the right to disseminate such information at the time it is acquired by the receiving party; or (v) independently developed by the receiving party.

**Return of Materials.** Upon the termination of this Agreement, or upon either party's earlier request, the receiving party shall return or destroy all of the disclosing party's property or Confidential Information that the receiving party may have in its possession or control.

### **B. Ownership and Assignment of Intellectual Property Rights.**

- i. **Property of the Company** - COMPANY agrees that all plans, manuals and specific materials provided to the COMPANY by the CLIENT and are employed by the COMPANY on behalf of the CLIENT in connection with services rendered under this Agreement, are and shall remain the exclusive property of the CLIENT. Promptly upon the expiration or termination of this Agreement, or upon the request of the CLIENT, COMPANY shall deliver to the CLIENT all documents and tangible items, including samples, provided to COMPANY or created by COMPANY for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.
- ii. **Data** - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the CLIENT or its designee(s) by COMPANY in connection with the services rendered under this Agreement shall belong exclusively to the CLIENT and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any



of the Deliverable Items may not, by operation of law, be works made for hire, COMPANY hereby assigns to the CLIENT the ownership of copyright or mask work in the Deliverable Items, and the CLIENT shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. COMPANY agrees to give the CLIENT or its designee(s) all assistance reasonably required to perfect such rights.

- iii. **Competitive Products; General Knowledge, Skills.** Nothing in this Agreement shall preclude COMPANY from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to materials which may be delivered to CLIENT pursuant to this Agreement. In addition, nothing in this Agreement shall preclude COMPANY from using any general consulting, data processing, software, principles, concepts, ideas, skills, tools, methodologies or other knowledge that COMPANY may acquire during the course of providing the services hereunder, provided that COMPANY shall not disclose any of CLIENT's Confidential Information in accordance with the terms of Section V A. (Confidentiality).
- iv. **Pre-existing Materials.** The CLIENT acknowledges that, as part of performing the Services, the COMPANY may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by the Consultant or that have been purchased by or licensed to the COMPANY (collectively, the "COMPANY Proprietary Materials"), including enhancements, modifications or additions that have been developed while the COMPANY has been performing the Services under this Agreement. The COMPANY grants the CLIENT and/or its designee(s) a perpetual, non-exclusive, worldwide, non-transferable license to use the COMPANY Proprietary Materials in connection with the Deliverables or the Services. The CLIENT agrees that the COMPANY shall retain sole and exclusive right, title and interest in and to the COMPANY Proprietary Materials.

**C. Personnel Agreement.** CLIENT expressly consents to COMPANY's use of subcontractors in connection with the performance of the services. The execution of these subcontract agreements by the Personnel shall not limit COMPANY's liability for breach by COMPANY or the Personnel of any of the provisions of this Article V, or any improper use or disclosure by COMPANY or the Personnel of any Confidential Information or Invention.

**D. Rights to Injunctive Relief.** COMPANY acknowledges that the terms of Articles V and VI.D of this Agreement are reasonably necessary to protect the legitimate interests of the CLIENT, are reasonable in scope and duration, and are not unduly restrictive. COMPANY further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the CLIENT, and that a remedy at law for breach of the Agreement is inadequate, and that the CLIENT shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. COMPANY acknowledges that an award of damages to the CLIENT



does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

**E. Washington Transparency Laws.** COMPANY acknowledges that the CLIENT is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government and record retention (collectively, the “Transparency Laws”). If the CLIENT receives a records request under the Transparency Laws that requests any records that may be considered Confidential Information of COMPANY, then the CLIENT shall use reasonable efforts to give written notice to COMPANY. If COMPANY desires that the records not be disclosed, COMPANY shall commence an action in Snohomish County Superior Court before the disclosure date. Notwithstanding anything to the contrary in the Agreement or any Statement of Work or in this Section V.E, the CLIENT has no liability whatsoever to COMPANY for the disclosure of or retention of any record when that disclosure is consistent with the Transparency Laws or with an order applying the Transparency Laws entered by the Snohomish County Superior Court or a Washington appellate court.

## **VI. COVENANTS**

### **A. Performance Covenants.**

- i. COMPANY represents and warrants that (a) it has no obligations to any third party which will in any way limit or restrict its ability to perform the Services; (b) it is capable of performing all of the Services; and (c) COMPANY is in compliance with all applicable U.S. federal, state and local laws, rules and regulations, concerning immigration, employment and taxes.
- ii. COMPANY warrants that its services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. This warranty shall be valid for ninety (90) days from completion of service.

**THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY, AND COMPANY’S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF COMPANY CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO COMPANY FOR THE DEFICIENT SERVICES.**

- iii. COMPANY may be required to provide personnel who have successfully passed a background investigation and drug screening. COMPANY will be required to contract with a company which is licensed to provide this service. The results of the background investigation and drug screening will be made available to CLIENT, if requested. The CLIENT will have final approval in the selection of personnel meeting this requirement.



- iv. COMPANY shall not discriminate against any employee or applicant for employment based upon sex, race, national origin, religion, color, pregnancy, ancestry, age, marital status, veteran status, medical condition or disability, or any other legally protected basis. COMPANY shall not discriminate on such bases in any terms and conditions of employment, including, but not limited to, hiring, employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other compensation, and selection for training, including apprenticeship.
- v. In connection with the execution of and performance under this Agreement, COMPANY further covenants that at all times it shall comply with the mandatory provisions of the following:
  - The provisions of Title 41, Chapter 60, Part 60-1, Code of Federal Regulations, relating to Executive Orders 11246, as amended by Executive Order 11375, and Executive Order 11141;
  - The provisions of Title 41, Chapter 60, Part 60-250, Code of Federal Regulations, relating to the Affirmative Action Program for Disabled Veterans and Veterans of the Vietnam Era;
  - The provisions of Title 41, Chapter 1, Sub-part 1-1.13, Code of Federal Regulations, relating to Minority Business Enterprises; and
  - The provisions of Title 41, Chapter 60, Part 60-741, Code of Regulations, relating to Affirmative Action Program for the Handicapped.

**B. Taxes, Benefits and Licenses.** At all times during the Term of this Agreement, COMPANY shall be solely responsible for its personnel: (a) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (b) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; (c) obtaining any applicable business or other commercial licenses; and (d) the hiring, firing, supervising and payment of compensation or other benefits to any agent, independent contractor, employee or assistant engaged by COMPANY to perform any aspect of the Services.

**C. Compliance with Laws.** At all times during the Term of this Agreement, COMPANY shall comply (and assist CLIENT in complying) with all mandatory and applicable federal, state, and local laws and regulations pertaining to employment in the United States under this Agreement. In particular, COMPANY agrees to comply with all applicable employment laws and tax laws in the United States.

**D. Non-Solicitation.**

1. Subject to Section 2 below, it is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated



with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

2. COMPANY acknowledges that CLIENT is a public agency subject to civil service rules, procurement and contracting rules and other laws and regulations. These rules include public announcements of all employment openings. COMPANY agrees that so long as a CLIENT solicitation, hiring, consultation or contract is compliance with such public agency rules, laws and regulations, Section D.1 does not apply.

E. **Insurance.** Throughout the term of this Agreement, COMPANY will carry, at its expense, workers' compensation and comprehensive general liability, bodily injury, and property damage insurance in amounts noted below with an insurance company acceptable to CLIENT. COMPANY's obligation to carry insurance shall be in addition to, and in no way shall limit COMPANY's indemnification obligations under Article VIII of this Agreement.

- ❖ Worker's compensation insurance as prescribed by the law of the state(s) in which the work is performed, including Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence;
- ❖ Comprehensive Automobile Liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence covering all owned, hired, and non-owned vehicles;
- ❖ Commercial General Liability insurance, including Blanket Contractual Liability covering the indemnity provisions of this Agreement and Broad Form Property damage, with limits of at least \$1,000,000 combined single limit for bodily injury, personal injury (e.g., slander, libel, wrongful detention, false arrest, etc.) and property damage for each occurrence and Employer's Stop Gap Liability endorsements, where applicable, and \$2,000,000 in the aggregate;
- ❖ Employee Dishonesty Coverage under a Crime Policy or Fidelity Bond with limits of at least \$100,000 for each occurrence, including loss to Customer, covering all Consultant Employees performing Services; and
- ❖ Professional Liability (Errors and Omissions) insurance, with limits of at least \$1,000,000 for each occurrence.

## VII. INDEMNIFICATION

A. **Indemnification by COMPANY.** COMPANY covenants to fully indemnify, save and hold harmless CLIENT, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without



limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by COMPANY under this agreement which may be attributed to negligence by COMPANY.

**B. Indemnification by CLIENT.** CLIENT shall indemnify, defend and hold harmless COMPANY, and its directors, officers, employees, agents, affiliates, subsidiaries, successors and assigns, from and against any liens, damages, suits, charges, losses, fines, penalties, costs, liabilities, interest and expenses (including reasonable attorneys' fees) relating to or arising from, directly or indirectly, in whole or in part: (i) CLIENT's breach of this Agreement or any Statement of Work; (ii) any act or omission of CLIENT; (iii) any personal or bodily injury to or death of any Personnel while on assignment to CLIENT; and (iv) any violation of law by CLIENT or any of its directors, officers, employees, agents, consultants, affiliates or visitors to the Worksite, including any claims by COMPANY Personnel of any acts of harassment or discrimination against them while at the Worksite or as a result of such Personnel's relationship with the CLIENT.

Each party agrees to give the other party (i) prompt written notice of any claims for which the party knows or reasonably should know that it may be liable under the foregoing indemnification and (ii) the sole control to defend, negotiate, and settle such claims provided that the other party's prior written consent will be required for any settlement that admits liability on the other party's behalf or that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to the other party. Each party shall provide the other party with all necessary information in its possession and all reasonable assistance necessary to enable the party to carry on the defense of such suit.

**VIII. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES. CLIENT'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES TO BE PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

**IX. MISCELLANEOUS**

**A. Assignment.** This Agreement and any rights or obligations hereunder may not be assigned or delegated by either party without the prior written consent of the other party; provided that COMPANY may subcontract all or a portion of the Services to a Subcontractor of COMPANY's



choice. Any purported assignment not in compliance with this Article IX(A) shall be null and void, and of no legal effect. COMPANY shall have the right to assign this Agreement to any successor substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise as long as the successor agrees to assume all obligations under this Agreement.

**B. Successors and Assigns.** Subject to the provisions of Article IX(A), this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**C. Partial Invalidity.** In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**D. Notices.** All notices, requests, consents and other communications hereunder (a "Communication") shall be in writing and shall be deemed to have been given (a) if mailed, the date of receipt of such Communication when sent via first class United States registered mail, return receipt requested, postage prepaid to the address listed below for the party to whom the Communication is being sent (the "Notice Party"); (b) if hand delivered or delivered by courier, upon actual delivery of such Communication to the Notice Party at the address listed below for such Notice Party; or (c) if sent by facsimile, on the first business day after the date of the sender's receipt of a confirmed transmission of such Communication to the Notice Party at the facsimile number, if any, listed below for such Notice Party provided the party giving such Communication mails a copy of such Communication within two days after the transmission of such Communication by facsimile to the Notice Party. The addresses and facsimile numbers for each party to this Agreement, as of the date hereof, are:

If to CLIENT:

City of Everett  
2930 Wetmore Avenue, Suite 6A  
Everett, WA 98201  
Attn: IT Director  
Telephone: 425-257-7701  
Facsimile: 425-257-8620  
Email: [ITNotices@everettwa.gov](mailto:ITNotices@everettwa.gov)

If to COMPANYY:

Mythics, Inc.  
1439 North Great Neck Road  
Virginia Beach, Virginia 23454  
Attn: General Counsel  
Telephone: 866-698-4427  
Facsimile: 757-412-1060  
Email: [Contracts@mythics.com](mailto:Contracts@mythics.com)



Any party may change its address or facsimile number by providing written notice, in accordance with the foregoing provisions of this Article X(D), to each other party of such change.

**E. Dispute(s).** Disputes under this teaming agreement shall be referred to the appropriate COMPANY/CLIENT presidents, or their designees, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party's designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and COMPANY's success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in Snohomish County Washington. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS TEAMING AGREEMENT.**

During this process, each party will continue performing its obligations under this teaming agreement.

**F. Expenses.**

- Each party to this Agreement shall be responsible for its own expenses and costs associated with the negotiation and execution of this Agreement and the transactions contemplated hereby.
- In any legal action between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the losing party its costs and expenses, including reasonable accounting and legal fees.

**G. Publicity.** Each party to this Agreement understands and agrees that (1) this Agreement in its entirety will be posted on the CLIENT's website and (2) each Statement of Work may be disclosed by CLIENT to any third party without notice to COMPANY.

**H. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington without giving effect to such State's principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with



this Agreement shall be brought exclusively in the Snohomish County Superior Court or in the Federal Court in the Western District of Washington. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

I. **Survival.** The following provisions of this Agreement shall survive the expiration or the termination of this Agreement by either party and for any reason: Article III (A) (ii), Article V, Article VI (B), Article VI (D), Article VIII, and Article IX.

J. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

K. **Titles and Headings; Rules of Construction.** Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context so requires the use of or reference to any gender includes the masculine, feminine and neuter genders; and all terms used in the singular shall have comparable meanings when used in the plural and vice versa. This Agreement has been negotiated between the parties and will not be deemed to be drafted by, or the product of, any party. As such, this Agreement will not be interpreted in favor of, or against, any party.

L. **Relationship of the Parties.** COMPANY and CLIENT are and shall remain independent contractors. Nothing contained in this Agreement shall be construed to create an agency, joint venture, or partnership between the parties. COMPANY shall determine the time, place, methods, details and means of performing the Services under this Agreement. COMPANY is responsible for the supervision, control, compensation, and health and safety of its Personnel. COMPANY shall have agreements with its Personnel to enable COMPANY to meet its obligations under this Agreement. COMPANY will ensure that its Personnel are licensed under all applicable laws and regulations.

M. **No Third Party Beneficiaries.** This Agreement will not confer any rights or remedies upon any person other than CLIENT and COMPANY, and their respective heirs, successors and permitted assigns, as applicable.

N. **Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control. Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

O. **Entire Agreement; Amendments and Waivers.** This Agreement (and all Statements of Work) contains the entire understanding of the parties with regard to the subject matter contained in this Agreement and supersedes all prior agreements, communications, or understandings of the parties,



either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. The parties, only by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any party to this Agreement to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have duly executed this Services Agreement as of the day stated above.

**CITY OF EVERETT**

**MYTHICS, INC.**

By: \_\_\_\_\_

By: *Dale E Darr*

Name: \_\_\_\_\_

Name: Dale E Darr

Title: \_\_\_\_\_

Title: Vice President, Contracts

Date: \_\_\_\_\_

Date: 4 November 2016



**Exhibit A**

**Sample Statement of Work**

- Description of Task(s):
- Position Title/Experience:
- Labor Rate:
- Estimated Travel and Expenses:
- Period of Performance:
- Location:
- Other Considerations:

[CLIENT]

MYTHICS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



26 July 2016  
Walter Johnson  
2930 Wetmore Ave  
Everett, WA 98201  
wjohnson@everettwa.gov  
Work: 425-257-6410

## Mythics, Inc.

### Statement of Work #65124

Dear Walter,

Mythics has extensive experience in implementing small to large database migrations. Our experience with database migrations has help us to develop and perfect our migration solutions. We hope to bring that experience to City of Everett and make this transition a success.

Mythics values its relationship with you and all of our clients. We foster a culture of mutually beneficial partnerships with our Clients. Per your request, I have kept the scope open-ended. Mythics will work with your team to perform the migration and setup data-guard, time permitting.

Please review the accompanied documents and reach out to me with any questions.

SOW Summary:

Service commencement:	Within 30 days, after award
Service conclusion:	Two weeks after commencement
Contract Vehicle:	GSA
Total Fees:	\$ 20,360.00

Sincerely,

Alex Payne  
apayne@mythics.com  
(757) 452-4753



**MYTHICS™**

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Ordinance repealing Ordinance \_\_\_\_\_ Consent  
 3440-15, Section 2 (Everett Action  
 Municipal Code 14.04.025) 11/2/16 First Reading  
 relating to discounted rates for 11/9/16 Second Reading  
 water and sewer services for 11/16/16 Third Reading  
 low-income, senior residents. \_\_\_\_\_ Public Hearing

COUNCIL BILL # CB1610-46  
 Originating Department Public Works  
 Contact Person Matt Welborn  
 Phone Number 257 - 8974  
 FOR AGENDA OF Nov. 2, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President am

Location                      Preceding Action                      Attachments                      Department(s) Approval  
 \_\_\_\_\_                      Ordinance 3440-15                      Amended Ordinance

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

**DETAILED SUMMARY STATEMENT:**

Everett Utilities offers discounted rates on water and sewer service for low-income persons of the age of sixty-two years or older and persons qualifying for special parking privileges under RCW 46.19.010 or a blind person as defined in RCW 74.18.020. The State of Washington has raised the low-income thresholds for qualification as per RCW 84.36.381 and Everett Utilities is requesting City Council approve this ordinance matching the State of Washington's new low-income levels and repeal Section 2 of Ordinance 3440-15 (Everett Municipal Code 14.04.025).

**RECOMMENDATION** (Exact action requested of Council): Adopt the proposed Ordinance repealing Section 2 of Ordinance 3440-15 (Everett Municipal Code 14.04.025) relating to discounted rates for water and sewer services for low-income, senior residents.



**ORDINANCE NO. \_\_\_\_\_**

**An ORDINANCE relating to Discounted Rates  
for Water and Sewer Service and repealing Section 2 of Ordinance No. 3440-15**

**WHEREAS**, the level of income at which a senior citizen qualifies for discounted water and sewer rates has changed; and

**WHEREAS**, the City of Everett City Council does desire to provide discounted water and sewer rates for those persons who qualify under new rates;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1: Reduced Rates for Low- Income Seniors**

Person(s) of the age of sixty-two years or older and person(s) qualifying for special parking privileges under RCW 46.19.010 or a blind person as defined in RCW 74.18.020 shall be eligible to pay a reduced rate for water and sewer single-family residence service based on the income levels as defined in RCW 84.36.381 as it now exists or is hereafter amended. These rates will be revised accordingly with income level changes defined in RCW 84.36.381:

- \$40,000/yr income or less: 80% of current single-family residence rates;
- \$35,000/yr income or less: 70% of current single-family residence rates;
- \$30,000/yr income or less: 60% of current single-family residence rates;

To qualify for the above reduced rates, any applicant must also meet the following requirements:

- a. At the time of application for the reduced rates under this section, the applicant must be receiving a verifiable property tax discount from Snohomish County;
- b. The applicant must be the owner/occupant of a single-family home serviced by the city of Everett water department; and
- c. Only the applicant and/or the applicant's spouse may have income within the household. The total annual combined household income may not exceed thirty-five thousand dollars.

In no case shall the discounted rate for sewer be less than the equivalent share of operation and maintenance (including replacement) of the city's water pollution control facility.

**Section 2: Repeal – Codification**

Section 2 of Ordinance No. 3440-15 is hereby repealed. Section 1 of this Ordinance shall be codified in Everett Municipal Code 14.04.025.

\_\_\_\_\_

**Ray Stephanson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Passed:** \_\_\_\_\_

**Valid:** \_\_\_\_\_

**Published:** \_\_\_\_\_

**Effective:** \_\_\_\_\_



ORDINANCE No. 3440-15

**AN ORDINANCE** Updating References to State Vehicle Registration Laws and Regulations to Disabled and Overtime Parking, and Amending Ordinances in Section 13.

**Whereas**, the Everett Municipal Code (the "EMC") makes several references to state laws that were codified in chapter 46.16 of the Revised Code of Washington (the "RCW") (vehicle registration); and

**Whereas**, chapter 46.16 RCW was repealed and largely recodified under chapter 46.16A RCW and other chapters of the RCW; and

**Whereas**, the disabled parking regulations were recodified from chapter 46.16 RCW to chapter 46.19 RCW and updated to give local jurisdictions more tools for the enforcement of the regulations; and

**Whereas**, parking enforcement has found that people parking in violation of downtown parking regulations (either reparking or time restrictions) will use the distinction between a reparking violation and an overtime parking violation to have a parking ticket thrown out (e.g. individuals have been successful in having overtime tickets thrown out by testifying that they moved their vehicle within the posted time limits, even though the movement may still be a violation of reparking regulations); and

**Whereas**, updating EMC 46.28.200 related to overtime parking to provide that violating reparking restrictions in the central business district is a type of overtime parking eliminates any distinctions between overtime parking and reparking violations, allowing parking enforcement a more efficient tool to enforce against parking violators; and

**Whereas**, these proposed amendments promote the health, safety, and welfare of the general public; and

**Whereas**, therefore, City Council finds it is appropriate to update the EMC to accurately reference state laws formerly codified under chapter 46.16 RCW, to track the state's disabled parking regulations, and update the overtime parking regulations;

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** Section 3 of Ordinance No. 2442-00, as amended by Section 20 of Ordinance No. 3360-13 (EMC 9.06.135), which reads as follows:

Noise.

A No person shall, without prior written approval of the parks and recreation director or authorized parks department employee, cause or allow to be emitted noise in a park which:

1. Exceeds the maximum permissible noise levels set forth in Sections 20.08.040 and 20.08.050; or
2. Is a motor vehicle noise specifically prohibited by Section 20.08.080(8); or
3. Is a disturbance noise or a nuisance noise.

B. The following sources of sound shall be disturbance noises and are also subject to regulation under the provisions of Sections 20.08.030 through 20.08.050:

1. Frequent, repetitive or continuous noise made by any animal which unreasonably disturbs or interferes with the peace, comfort and repose of park users or nearby residents;
2. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
3. The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine so as to unreasonably disturb or interfere with the peace, comfort or repose of park users or nearby residents;
4. Yelling, shouting, hooting, whistling or singing so as to unreasonably disturb or interfere with the peace, comfort and repose of park users or nearby residents;
5. The use of a sound amplifier or other device capable of producing or reproducing amplified sound, except with prior permission of the parks director or his designee;
6. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source; and

7. Sound from audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source.

C. "Nuisance noise" means any sound which unreasonably either annoys, injures, interferes with or endangers the comfort, repose, health or safety of park users or nearby residents.

D. No sound source specifically exempted by Chapter 20.08 shall be a disturbance noise or nuisance noise insofar as the particular source is exempted.

E. The provisions of this section shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.

F. If the measurement of sound is necessary to determine compliance with this section, such measurement shall be done in accordance with Chapter 20.08.

G. The provisions of this section shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall this section be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but shall be deemed additional to existing legislation and common law on noise.

H. For purposes of this section, the following definitions apply:

1. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

2. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16.010.

3. "Noise" means the intensity, duration and character of sounds from any and all sources.

4. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16.010.

5. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

I. Violation of any of the provisions of this section constitutes an infraction, and may be punished by a penalty of not more than two hundred fifty dollars.

**Be and the same is hereby amended to read as follows:**

Noise.

A No person shall, without prior written approval of the parks and recreation director or authorized parks department employee, cause or allow to be emitted noise in a park which:

1. Exceeds the maximum permissible noise levels set forth in Sections 20.08.040 and 20.08.050; or
2. Is a motor vehicle noise specifically prohibited by Section 20.08.080(8); or
3. Is a disturbance noise or a nuisance noise.

B. The following sources of sound shall be disturbance noises and are also subject to regulation under the provisions of Sections 20.08.030 through 20.08.050:

1. Frequent, repetitive or continuous noise made by any animal which unreasonably disturbs or interferes with the peace, comfort and repose of park users or nearby residents;
2. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
3. The creation of frequent, repetitive or continuous noise in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine so as to unreasonably disturb or interfere with the peace, comfort or repose of park users or nearby residents;
4. Yelling, shouting, hooting, whistling or singing so as to unreasonably disturb or interfere with the peace, comfort and repose of park users or nearby residents;
5. The use of a sound amplifier or other device capable of producing or reproducing amplified sound, except with prior permission of the parks director or his designee;
6. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source; and
7. Sound from audio equipment, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source.

C. "Nuisance noise" means any sound which unreasonably either annoys, injures, interferes with or endangers the comfort, repose, health or safety of park users or nearby residents.

D. No sound source specifically exempted by Chapter 20.08 shall be a disturbance noise or nuisance noise insofar as the particular source is exempted.

E. The provisions of this section shall not apply to regularly scheduled events at parks, such as public address systems for baseball games or park concerts.

F. If the measurement of sound is necessary to determine compliance with this section, such measurement shall be done in accordance with Chapter 20.08.

G. The provisions of this section shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall this section be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but shall be deemed additional to existing legislation and common law on noise.

H. For purposes of this section, the following definitions apply:

1. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

2. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be registered pursuant to RCW 46.16A.030.

3. "Noise" means the intensity, duration and character of sounds from any and all sources.

4. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be registered pursuant to RCW 46.16A.030.

5. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

I. Violation of any of the provisions of this section constitutes an infraction, and may be punished by a penalty of not more than two hundred fifty dollars.

**Section 2.** Section 1 of Ordinance No. 2908-06 (EMC 14.04.025), which reads as follows:

Reduced rates for low-income senior citizens.

A. Person(s) of the age of sixty-two years or older and person(s) qualifying for special parking privileges under RCW 46.16.381 or a blind person as defined in RCW 74.18.020 shall be eligible to pay a reduced rate for water and sewer single-family residence service:

\$35,000/year income or less:	80% of current single- family residence rates
\$30,000/year income or less:	70% of current single- family residence rates
\$25,000/year income or less:	60% of current single- family residence rates

B. To qualify for the above reduced rates, any applicant must also meet the following requirements:

1. At the time of application for the reduced rates under this section, the applicant must be receiving a verifiable property tax discount from Snohomish County;
2. The applicant must be the owner/occupant of a single-family home serviced by the city of Everett water department; and
3. Only the applicant and/or the applicant's spouse may have income within the household. The total annual combined household income may not exceed thirty-five thousand dollars.

C. In no case shall the discounted rate for sewer be less than the equivalent share of operation and maintenance (including replacement) of the city's water pollution control facility.

**Be and the same is hereby amended to read as follows:**

Reduced rates for low-income senior citizens.

A. Person(s) of the age of sixty-two years or older and person(s) qualifying for special parking privileges under RCW 46.19.010 or a blind person as defined in RCW 74.18.020 shall be eligible to pay a reduced rate for water and sewer single-family residence service based on the income levels as defined in RCW 84.36.381 which are currently:

<del>\$35,000</del> <u>40,000</u> /year income or less:	80% of current single- family residence rates
<del>\$30,000</del> <u>35,000</u> /year income or less:	70% of current single- family residence rates

\$~~25,000~~30,000/year income  
or less:

60% of current single-  
family residence rates

B. To qualify for the above reduced rates, any applicant must also meet the following requirements:

1. At the time of application for the reduced rates under this section, the applicant must be receiving a verifiable property tax discount from Snohomish County;
2. The applicant must be the owner/occupant of a single-family home serviced by the city of Everett water department; and
3. Only the applicant and/or the applicant's spouse may have income within the household. The total annual combined household income may not exceed thirty-five thousand dollars.

C. In no case shall the discounted rate for sewer be less than the equivalent share of operation and maintenance (including replacement) of the city's water pollution control facility.

**Section 3.** Section 2 of Ordinance No. 534-78, as amended by Section 2 of Ordinance No. 690-80, as amended by Section 1 of Ordinance No. 1556-89, (EMC 20.08.020), which reads as follows:

Definitions .

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications, Section 1.1-1960 and Section 1.4-1971. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means the noise control administrator as established in Section 20.08.130.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

**Noise  
Control  
District**

**Land Use Zones**

- |                  |   |
|------------------|---|
| 1. District<br>I | All residentially zoned<br>districts including but not<br>limited to R.S., R-1, R-2, R- |
|------------------|---|

**Noise  
Control  
District**      **Land Use Zones**  
3(A), R-4 and R-5.

2. District II All business and commercially zoned districts including but not limited to B-1, B-2(A), B-2, B-2(8), B-3, C-1 and C-2.
3. District III All agricultural and manufacturing zoned districts including but not limited to A, M-M and M-1, and all other nonresidential, nonbusiness and noncommercially zoned districts.

D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

E. "Gross combination weight rating (GCWR)" means the value specified by the manufacturer as the recommended maximum loaded weight of a combination vehicle.

F. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.

G. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

H. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16.010. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

I. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

J. "Noise" means the intensity, duration and character of sounds from any and all sources.

K. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16.010

L. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

M. "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

N. "Public nuisance noise" means any sound which unreasonably either annoys, injures, interferes with or endangers the comfort, repose, health or safety of three or more persons residing within separate residences in the same community or neighborhood, although the extent of damage may be unequal.

O. "Receiving property" means real property within which sound originating from sources outside the property is received.

P. "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-1971.

Q. "Sound level meter" means a sound-level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-1971.

R. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

S. "Weekend" means Saturday and Sunday or any legal holiday.

**Be and the same is hereby amended to read as follows:**

Definitions.

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications, Section 1.1-1960 and Section 1.4-1971. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means the noise control administrator as established in Section 20.08.130.

B. "dB(A)" means a sound level, measured in decibels , using the A frequency-weighting network of a sound level meter.

C. "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows :

<b>Noise Control District</b>	<b>Land Use Zones</b>
1. District I	All residentially zoned districts including but not limited to R.S., R-1, R-2, R-3(A), R-4 and R-5.
2. District II	All business and commercially zoned districts including but not limited to B-1, B-2(A), B-2, B-2(8), B-3, C-1 and C-2.
3. District III	All agricultural and manufacturing zoned districts including but not limited to A, M-M and M-1, and all other nonresidential, nonbusiness and noncommercially zoned districts.

D. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

E. "Gross combination weight rating (GCWR)" means the value specified by the manufacturer as the recommended maximum loaded weight of a combination vehicle.

F. "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle .

G. "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

H. "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be registered pursuant to RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

I. "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

J. "Noise" means the intensity, duration and character of sounds from any and all sources.

K. "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be registered pursuant to RCW 46.16A.030.

L. "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

M. "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

N. "Public nuisance noise" means any sound which unreasonably either annoys, injures, interferes with or endangers the comfort, repose, health or safety of three or more persons residing within separate residences in the same community or neighborhood, although the extent of damage may be unequal.

O. "Receiving property" means real property within which sound originating from sources outside the property is received.

P. "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-1971.

Q. "Sound level meter" means a sound-level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-1971.

R. "Watercraft" means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

S. "Weekend" means Saturday and Sunday or any legal holiday.

**Section 4.** Section 1 of Ordinance No. 993-83, as amended by Section 1 of Ordinance No. 1068-84, as amended by Subsection A of Section 1 of Ordinance No. 1531-88, as amended by Subsection A of Section 1 of Ordinance No. 2396-99,

as amended by Subsection A of Section 1 or Ordinance No. 3028-07, as amended by Subsection A of Section 1 of Ordinance No. 3388-14 (EMC 46.10.010.A), which reads as follows:

Officers authorized to remove certain vehicles.

A. Impoundments. Whenever the driver of a vehicle is arrested for a violation of RCW 46.61.502 or 46.61.504, the vehicle is subject to impoundment at the direction of a law enforcement officer. In addition, a police officer or parking enforcement officer may take custody of a vehicle and provide for its prompt removal to a place of safety under any of the following circumstances:

1. Whenever any police officer or parking enforcement officer finds a vehicle stopped or parked upon any roadway or alley, whether attended or unattended, the officer is authorized to provide for the removal of the vehicle or require the driver or other person in charge of the vehicle to move the vehicle to a position off the roadway or alley or away from the main traveled portion thereof;

2. Whenever any police officer or parking enforcement officer finds a vehicle unattended upon any highway where the vehicle constitutes an obstruction to traffic or jeopardizes public safety;

3. Whenever a police officer finds an unattended vehicle at the scene of an accident or when the driver of any vehicle involved in an accident is physically or mentally incapable, or too intoxicated, to decide upon steps to be taken to protect his or her property;

4. Whenever the driver of a vehicle is arrested and taken into custody by a police officer;

5. Whenever a police officer discovers a vehicle which he determines to be a stolen vehicle;

6. Whenever any police officer or parking enforcement officer finds a vehicle standing or parked in a designated towaway zone;

7. Whenever a police officer or parking enforcement officer finds a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a disabled person under RCW 46.16.381 parked in a stall or space that is clearly and conspicuously marked, as described in the city's parking ordinance, as a parking space or stall for a disabled person, on private property without charge or on public property;

8. Whenever any police officer or parking enforcement officer finds a vehicle standing or parked in a fire lane or within fifteen feet of any fire hydrant whether on public or private property;

9. Whenever a police officer or parking enforcement officer finds a vehicle parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least forty-five days from the date of the filing of the notice of infraction;

10. Whenever a police officer or parking enforcement officer determines that a person is operating a motor vehicle without a valid driver's license or, if required by Chapter 46.20 RCW, a specially endorsed driver's license, or with a license that has been expired for ninety days or more;

11. Whenever a police officer or parking enforcement officer determines that the vehicle has an expired registration of more than forty-five days and is parked on a public street;

12. Whenever a vehicle is illegally occupying a truck, commercial loading zone, restricted parking zone, bus, loading, hooded-meter, taxi, street construction or maintenance, or other similar zone where, by order of the director of transportation or chiefs of police or fire or their designees, parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least twenty-four hours and where the vehicle is interfering with the proper and intended use of the zone. Signage must give notice to the public that a vehicle will be removed if illegally parked in the zone.

Vehicles subject to impoundment under these or other sections are declared to be public nuisances which may be summarily abated as provided in each instance and except where prohibited by law.

Nothing in this section shall derogate from the powers of police officers under the common law. For the purposes of this section, a place of safety may include the business location of a registered tow truck operator as defined in RCW 46.55.01 O(B).

**Be and the same is hereby amended to read as follows:**

Officers authorized to remove certain vehicles .

A. Impoundments. Whenever the driver of a vehicle is arrested for a violation of RCW 46.61.502 or 46.61.504, the vehicle is subject to impoundment at the direction of a law enforcement officer. In addition, a police officer or parking enforcement officer may take custody of a vehicle and provide for its prompt removal to a place of safety under any of the following circumstances :

1. Whenever any police officer or parking enforcement officer finds a vehicle stopped or parked upon any roadway or alley, whether attended or unattended, the officer is authorized to provide for the removal of the vehicle or require the driver or other person in charge of the vehicle to move the vehicle to a position off the roadway or alley or away from the main traveled portion thereof;

2. Whenever any police officer or parking enforcement officer finds a vehicle unattended upon any highway where the vehicle constitutes an obstruction to traffic or jeopardizes public safety;

3. Whenever a police officer finds an unattended vehicle at the scene of an accident or when the driver of any vehicle involved in an accident is physically or mentally incapable, or too intoxicated, to decide upon steps to be taken to protect his or her property;

4. Whenever the driver of a vehicle is arrested and taken into custody by a police officer;

5. Whenever a police officer discovers a vehicle which he determines to be a stolen vehicle;

6. Whenever any police officer or parking enforcement officer finds a vehicle standing or parked in a designated towaway zone;

7. Whenever a police officer or parking enforcement officer finds a vehicle without a special license plate, parking placard, or special year tab indicating that the vehicle is being used to transport a disabled person pursuant to chapter 46.19 RCW parked in a stall or space that is clearly and conspicuously marked, as described in the city's parking ordinance, as a parking space or stall for a disabled person, on private property without charge or on public property;

8. Whenever any police officer or parking enforcement officer finds a vehicle standing or parked in a fire lane or within fifteen feet of any fire hydrant whether on public or private property;

9. Whenever a police officer or parking enforcement officer finds a vehicle parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least forty-five days from the date of the filing of the notice of infraction;

10. Whenever a police officer or parking enforcement officer determines that a person is operating a motor vehicle without a valid driver's license or, if required by Chapter 46.20 RCW, a specially endorsed driver's license, or with a license that has been expired for ninety days or more;

11. Whenever a police officer or parking enforcement officer determines that the vehicle has an expired registration of more than forty-five days and is parked on a public street;

12. Whenever a vehicle is illegally occupying a truck, commercial loading zone, restricted parking zone, bus, loading, hooded-meter, taxi, street construction or maintenance, or other similar zone where, by order of the director of transportation or chiefs of police or fire or their designees, parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least twenty-four hours and where the vehicle is interfering with the proper and intended use of the zone. Signage must give notice to the public that a vehicle will be removed if illegally parked in the zone.

Vehicles subject to impoundment under these or other sections are declared to be public nuisances which may be summarily abated as provided in each instance and except where prohibited by law.

Nothing in this section shall derogate from the powers of police officers under the common law. For the purposes of this section, a place of safety may include the business location of a registered tow truck operator as defined in RCW 46.55.010.

**Section 5.** Section 7 of Ordinance No. 2180-96, as amended by Section 2 of Ordinance No. 2317-98, as amended by Section 3 of Ordinance No. 3125-09 (EMC 46.28.070), which reads as follows:

Parking for disabled persons.

A A person who has received a current and valid special disabled person's card, decal or license plate from the Washington State Department of Licensing under RCW 46.16.381 shall be allowed to park a vehicle being used to transport such person in metered parking spaces free of charge and in nonmetered spaces for unlimited periods of time in parking zones or areas which are otherwise restricted as to the length of time parking is permitted except as otherwise provided in subsection B of this section. This section shall have no application to those zones or areas in which the stopping, parking or standing of all vehicles is prohibited or which are reserved for special types of vehicles. Such person shall not be permitted the foregoing privilege unless the person obtains and displays a distinguishing card, decal, or license plate issued pursuant to RCW 46.16.381.

B. No person shall stop, stand or park a vehicle in a parking space reserved for disabled persons provided on-street or on private property without charge without obtaining and displaying a special license plate, card, or decal issued pursuant to RCW 46.16.381. Pursuant to RCW 46.16.381, a time limitation of four hours may be imposed on the use of such parking spaces for on-street parking when such time restricted is clearly posted. A time restriction of four hours may be imposed on the

use of nonreserved, on-street parking spaces (metered or nonmetered) by vehicles displaying the special parking placards when such time restriction is clearly posted.

C. A parking space or stall for a disabled person shall be identified as described in RCW 46.61.581 including fine, time limitation (if applicable), and tow-away information. Notwithstanding any provision in this chapter, in accordance with RCW 46.61.581, failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a Class 2 civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a Class 2 civil infraction.

D. No person shall make inaccessible the access aisle located next to a space reserved for physically disabled persons.

E. Notwithstanding any provision in this chapter, the city's police department is authorized to appoint volunteers, with a limited commission, to issue notices of infractions for violations of the city's disabled parking regulations. Volunteers must be at least twenty-one years of age and meet such additional qualifications as established by the city's police department. A notice of infraction issued by a volunteer appointed under this section has the same force and effect as a notice of infraction issued by police officers and parking enforcement officers for a violation of the city's disabled parking regulations.

**Be and the same is hereby amended to read as follows:**

Parking for disabled persons.

A. **Authority.** A person who has been issued current and valid special license plates, parking placards, or special year tabs for persons with disabilities from the Washington State Department of Licensing pursuant to chapter 46.19 RCW shall be allowed to park a vehicle being used to transport such person in places reserved for persons with physical disabilities, metered parking spaces free of charge, and in nonmetered spaces for unlimited periods of time in parking zones or areas which are otherwise restricted as to the length of time parking is permitted except as otherwise provided in subsection D of this section. This section shall have no application to those zones or areas in which the stopping, parking or standing of all vehicles is prohibited or which are reserved for special types of vehicles.

B. **Display.** Valid special license plates, parking placards, and special year tabs for persons with disabilities must be displayed in accordance with this subsection.

1. License plates for persons with disabilities must be displayed on the motor vehicle as standard issue license plates in accordance with RCW 46.16A.200.

2. A parking placard must include both a serial number and the expiration date on the face of the placard. The expiration date and serial number must be of a sufficient size to be easily visible from a distance of ten feet from where the placard is displayed.

3. A parking placard must be displayed when the motor vehicle is parked by suspending it from the rearview mirror. In the absence of a rearview mirror, the parking placard must be displayed on the dashboard. The parking placard must be displayed in a manner that allows for the entire placard to be viewed through the vehicle windshield.

4. Special year tabs for persons with disabilities must be displayed on license plates as defined by the Washington State Department of Licensing.

### **C. Restrictions -Prohibitions -Violations.**

1. False information. Knowingly providing false information in conjunction with the application for special parking privileges for persons with disabilities pursuant to chapter 46.19 RCW is a gross misdemeanor punishable in accordance with EMC 10.04.080.

2. Unauthorized use. Any unauthorized use of a parking placard, special license plate, special year tab, or identification card issued pursuant to chapter 46.19 RCW is a parking infraction. "Unauthorized use" includes (a) any use of a parking placard, special license plate, special year tab, or identification card that is expired, inactive, faked, forged, or counterfeited, (b) any use of a parking placard, special license plate, special year tab, or identification card of another holder if the initial holder is no longer eligible to use or receive it, and (c) any use of a parking placard, special license plate, special year tab, or identification card of another holder even if permitted to do so by the holder.

3. Parking without placard/plate/tab. It is a parking infraction for any person to stop, stand, or park a vehicle in a parking space reserved for persons with physical disabilities on private property without charge or on public property, without a placard, special license plate, or special year tab issued pursuant to chapter 46.19 RCW. If a person is charged with a violation of this subsection, the person will not be determined to have committed an infraction if the person establishes that the person operating the vehicle or being transported at the time of the infraction had a valid placard, special license plate, or special year tab issued pursuant to chapter 46.19 RCW. Such person must sign a statement under penalty of perjury that the placard, special license plate, or special year tab produced prior to the court appearance was valid at the time of infraction and issued pursuant to chapter 46.19 RCW.

4. Inaccessible access. It is a parking infraction for a person to stop, stand, or park a vehicle in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities.

5. Improper display of placard/plate/tab. It is a parking infraction to fail to fully display a placard, special license plate, or special year tab issued pursuant to chapter 46.19 RCW while parked in a space reserved for persons with physical disabilities on private property without charge or on public property, or while parking free of charge as otherwise allowed under this section. "Fully display" means hanging or placing the placard, special license plate, or special year tab so that the full face of the placard, license plate, or tab is visible, including the serial number and expiration date on the placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to the person pursuant to chapter 46.19 RCW.

6. Illegal obtainment. Except as provided in subsection C.1 of this section, it is a misdemeanor punishable in accordance with EMC 10.04.080 for any person to willfully obtain a special license plate, placard, special year tab, or identification card issued pursuant to chapter 46.19 RCW in a manner other than that established by chapter 46.19 RCW.

7. Sale of placard/plate/tab/card. It is a misdemeanor punishable in accordance with RCW 10.04.080 for any person to sell a placard, special license plate, special year tab, or identification card issued pursuant to 46.19 RCW.

D. Pursuant to RCW 46.19.050, a time limitation of four hours may be imposed on the use of nonreserved, on-street parking spaces (metered or nonmetered) by vehicles displaying special parking placards, special license plates, or special year tabs when such time restriction is clearly posted.

E. A parking space or stall for a disabled person shall be identified as described in RCW 46.61.581 including fine, time limitation (if applicable), and tow-away information. Notwithstanding any provision in this chapter, in accordance with RCW 46.61.581, failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a Class 2 civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a Class 2 civil infraction.

F. Notwithstanding any provision in this chapter, the city's police department is authorized to appoint volunteers, with a limited commission, to issue notices of infractions for violations of subsections C.2-5 and subsection E of this section. Volunteers must be at least twenty-one years of age and meet such additional qualifications as established by the city's police department. A notice of infraction issued by a volunteer appointed under this section has the same force and effect as a notice of infraction issued by police officers and parking enforcement officers for the same offense. A police officer, parking enforcement officer, or volunteer may request a person to show the person's identification card or special parking placard

when investigating the possibility of a violation of this section. If the request is refused the person in charge of the vehicle may be issued a notice of infraction for a violation of this section.

G. If a person is found to have violated the special parking privileges provided in this section, and unless an appeal of that finding is pending, a judge may order that the person surrender his or her placard, special license plate, special year tab, or identification card issued pursuant to chapter 46.19 RCW.

**Section 6.** Section 20 of Ordinance No. 2180-96, as amended by Section 1 of Ordinance No. 2395-99, as amended by Section 2 of Ordinance No. 2691-03, as amended by Section 5 of Ordinance No. 2826-05 (EMC 46.28.200), which reads as follows:

Time Zones.

No person shall stop, stand or park a vehicle in a parking space beyond the time permitted by official signs.

**Be and the same is hereby amended to read as follows:**

Overtime Parking.

No person shall stop, stand, or park a vehicle in a parking space beyond the time permitted by official signs. In addition to stopping, standing, or parking a vehicle in a parking space beyond the time permitted by official signs, it is a violation of this section to stop, stand, or park a vehicle in violation of the reparking regulations set forth in EMC 46.28.205.

**Section 7.** Section 27 of Ordinance No. 2180-96, as amended by Section 1 of Ordinance No. 2317-98, as amended by Section 2 of Ordinance No. 2395-99, as amended by Section 1 of Ordinance No. 2725-03, as amended by Section 2 of Ordinance No. 2795-04, as amended by Section 10 of Ordinance No. 2826-05, as amended by Section 7 of Ordinance No. 3125-09 (EMC 46.28.270), which reads as follows:

Penalties for parking infractions .

A. Unless specifically set forth elsewhere in this chapter, the penalties for each violation of the provisions of this chapter shall be:

1. Overtime parking: twenty dollars;
2. Unauthorized parking in alley: twenty dollars;

3. Parking in disabled space without requisite permit, decal, or license plate, or making inaccessible the access aisle located next to a disabled space: two hundred fifty dollars;

4. Parking, stopping or standing in a marked fire lane or fire zone in violation of this chapter: fifty dollars;

5. Interfering with, concealing, obliterating or erasing marks in violation of this chapter: fifty dollars;

6. All other violations: twenty dollars .

B. Unless otherwise directed by the court, payment of all parking infractions shall be made to the municipal court and at such other locations as designated by the court. All proceeds derived from individuals charged with a violation of any of the provisions of this chapter shall be paid into the downtown improvement fund established by the city; however, the proceeds from the penalty for parking in a disabled space without the requisite permit, placard or license plate, or making inaccessible the access aisle located next to a disabled space, will be retained by the city in accordance with RCW 46.16.381 and shall be used exclusively for law enforcement.

C. After receiving three tickets in three hundred sixty-five days, the penalty for each additional ticket beyond three received within said time period shall be as follows:

1. For each twenty-dollar penalty violation defined in subsection A of this section, the penalty shall be thirty dollars;

2. For each fifty-dollar penalty violation defined in subsection A of this section, the penalty shall be seventy-five dollars.

After receiving six tickets in three hundred sixty-five days, the penalty for each additional ticket received within said time period shall be as follows:

1. For each twenty-dollar penalty violation defined in subsection A of this section, the penalty shall be fifty dollars;

2. For each fifty-dollar penalty violation defined in subsection A of this section, the penalty shall be one hundred twenty-five dollars.

D. Additionally, there is a penalty for failure to respond to notice of a parking infraction within thirty days of the violation date on the notice of infraction, which shall be twenty-five dollars.

E. For a second or subsequent violations of the disabled parking provisions of this chapter, in addition to the monetary fine, the violator must complete a minimum of forty hours of:

1. Community service for a nonprofit organization that serves the disabled community or persons having disabling diseases; or

2. Any other community service that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.

F. The court may not suspend more than one-half of any fine imposed for a disabled parking violation.

**Be and the same is hereby amended to read as follows:**

Penalties for parking infractions.

A. Unless specifically set forth elsewhere in this chapter, the penalties for each violation of the provisions of this chapter shall be:

1. Overtime parking: twenty dollars;
2. Unauthorized parking in alley: twenty dollars ;
3. Disabled parking infractions under EMC 46.28.070.C: two hundred fifty dollars and an additional two hundred dollar assessment pursuant to RCW 46.19.050 for a total of four hundred and fifty dollars;
4. Parking, stopping or standing in a marked fire lane or fire zone in violation of this chapter: fifty dollars;
5. Interfering with, concealing, obliterating or erasing marks in violation of this chapter: fifty dollars;
6. All other violations: twenty dollars.

B. Unless otherwise directed by the court, payment of all parking infractions shall be made to the municipal court and at such other locations as designated by the court. All proceeds derived from individuals charged with a violation of any of the provisions of this chapter shall be paid into the downtown improvement fund established by the city; however, the proceeds from penalties and assessments related to disabled parking infractions will be retained by the city or distributed in accordance with RCW 46.19.050.

C. After receiving three tickets in three hundred sixty-five days, the penalty for each additional ticket beyond three received within said time period shall be as follows:

1. For each twenty-dollar penalty violation defined in subsection A of this section, the penalty shall be thirty dollars;

2. For each fifty-dollar penalty violation defined in subsection A of this section, the penalty shall be seventy-five dollars.

After receiving six tickets in three hundred sixty-five days, the penalty for each additional ticket received within said time period shall be as follows:

1. For each twenty-dollar penalty violation defined in subsection A of this section, the penalty shall be fifty dollars;

2. For each fifty-dollar penalty violation defined in subsection A of this section, the penalty shall be one hundred twenty-five dollars.

D. Additionally, there is a penalty for failure to respond to notice of a parking infraction within thirty days of the violation date on the notice of infraction, which shall be twenty-five dollars.

E. For a second or subsequent violations of the disabled parking provisions of this chapter, in addition to the monetary fine, the violator must complete a minimum of forty hours of:

1. Community service for a nonprofit organization that serves the disabled community or persons having disabling diseases; or

2. Any other community service that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.

F. The court may not suspend more than one-half of any fine imposed for a disabled parking infraction issued pursuant to EMC 46.28.070.C. Any reduction in any penalty and assessment imposed pursuant to EMC 46.28.270.A.3 must be applied proportionally between the penalty and the assessment. When a reduced penalty is imposed the amount deposited in the accounts identified under RCW 46.19.050(7) must be reduced equally and proportionally.

**Section 8.** Section 2 of Ordinance No. 2784-04, as amended by Section 1 of Ordinance No. 3139-09 (EMC 46.80.020), which reads as follows:

Definitions-Exemption.

A. "Motorized foot scooter" means a device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion at a speed of no more than twenty miles per hour on level ground.

B. "Wheeled recreational device" means any wheeled recreational object designed to propel the person using that object with an internal combustion engine or electric motor, whether it be stood or sat upon or ridden in, and that is not required to obtain

and display a Washington State vehicle license (Chapter 46.16 RCW). For purposes of this chapter, "wheeled recreational device" does not include motorcycles (RCW 46.04.330), motor driven cycles (RCW 46.04.332), mopeds (RCW 46.04.304), electric assisted bicycles (RCW 46.04.169), electric personal mobility devices (RCW 46.04.1695), or power wheelchairs (RCW 46.04.415).

C. "City street" means every public highway, as defined in Chapter 46.04 RCW, or part thereof located within the city limits of the city of Everett.

D. "City property" includes all city rights-of-way, as defined in the city of Everett zoning code.

E. "Rules of the road" means all rules applicable to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.

F. "Helmet" means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chinstrap type retention system, with a label required by the Federal Consumer Products Safety Commission standards for bicycle helmets as adopted by the Code of Federal Regulations, 16 CFR 1203, and which is marked with durable labeling in accordance with 16 CFR 1203.6.

G. The regulations of this chapter shall not apply to any vehicle used by a disabled person as defined by RCW 46.16.381.

**Be and the same is hereby amended to read as follows:**

Definitions-Exemption.

A. "Motorized foot scooter" means a device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion at a speed of no more than twenty miles per hour on level ground.

B. "Wheeled recreational device" means any wheeled recreational object designed to propel the person using that object with an internal combustion engine or electric motor, whether it be stood or sat upon or ridden in, and that is not required to obtain and display a Washington State vehicle license (Chapter 46.16A RCW). For purposes of this chapter, "wheeled recreational device" does not include motorcycles (RCW 46.04.330), motor driven cycles (RCW 46.04.332), mopeds (RCW 46.04.304), electric assisted bicycles (RCW 46.04.169), electric personal mobility devices (RCW 46.04.1695), or power wheelchairs (RCW 46.04.415).

C. "City street" means every public highway, as defined in Chapter 46.04 RCW, or part thereof located within the city limits of the city of Everett.

D. "City property" includes all city rights-of-way, as defined in the city of Everett zoning code.

E. "Rules of the road" means all rules applicable to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.

F. "Helmet" means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chinstrap type retention system, with a label required by the Federal Consumer Products Safety Commission standards for bicycle helmets as adopted by the Code of Federal Regulations, 16 CFR 1203, and which is marked with durable labeling in accordance with 16 CFR 1203.6.

G. The regulations of this chapter shall not apply to any vehicle used by a disabled person in accordance with chapter 46.19 RCW.

**Section 9.** Severability

Should any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation, be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or situation. The City Council of the City of Everett hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 10.** 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.

**Section 11.** Savings

The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

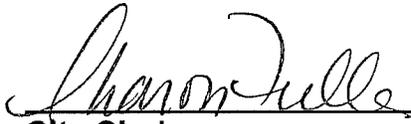
**Section 12.** Corrections

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 numbers and any references thereto.

**Section 13.** This Ordinance amends the following ordinances as amended: 2442-00, 2908-06, 534-78, 993-83, 2180-96, and 2784-04.

  
Ray Stephanson, Mayor

**ATTEST:**

  
City Clerk

**Passed:** 6-17-15

**Valid:** 6-19-15

**Published:** 6-24-15

**Effective Date:** 7/04/15

