

EVERETT CITY COUNCIL AGENDA

6:30 P.M., WEDNESDAY, JANUARY 29, 2020

CITY COUNCIL CHAMBERS

Roll Call

Pledge of Allegiance

Approval of Minutes: January 22, 2020

Mayor's Comments: - Introducing Everett Fire Fighters: Becca Benoit, Mike Dove, Ilya Grishchenko, Thomas Holert, William Powers and Jacob Jones.

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$2,479,521.30 for the period of January 11, 2020 through January 17, 2020

Documents:

[Res-8.pdf](#)

(2) Accept the North Broadway Transit Improvement Project with McCann Construction as complete and Authorize the Mayor to sign the Certificate of Completion allowing the release of retention bond.

Documents:

[N Broadway.pdf](#)

(3) Accept the Watermain Replacement "S" Project with Reese Construction Company as complete and Authorize the Mayor to sign the Certificate of Completion allowing the release of retention.

Documents:

[Watermain Replacement S.pdf](#)

(4) Authorize Call for Bids for the Broadway 10th Street to 19th Street Intersection Safety Project.

Documents:

[Broadway Intersection.pdf](#)

(5) Authorize the Mayor to sign the Snohomish County Regional Training Consortium Interlocal Agreement.

Documents:

[Fire Training Consortium.pdf](#)

(6) Authorize the Mayor to sign the Interlocal Agreement with the City of Lake Stevens regarding Water Transmission Line Replacement at 91st Avenue SE, in substantially the form provided.

Documents:

[Lake Stevens.pdf](#)

(7) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Botesch, Nash & Hall Architects, P.S. to provide additional architectural and engineering services for the Fire Administration Building Tenant Improvements Project in the form substantially provided.

Documents:

[Botesch.pdf](#)

(8) Authorize the Mayor to sign the Professional Services Agreement amendment with ICF Jones and Stokes, Inc. for a one year, no cost, time extension for the Smith Island Habitat Restoration Project.

Documents:

[ICF Jones.pdf](#)

PUBLIC HEARING:

(9) CB 1912-70 –3rd and final Reading - Adopt the Proposed Ordinance changing the maximum building heights in the Metro Everett Subarea Plan, amending Section 1 of Ordinance No. 3613-18 and amending maximum building heights in Metro Everett in the Zoning code, amending Ordinance No. 1671-89 as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420A).

Documents:

[CB1912-70-1.pdf](#)

ACTION ITEMS:

(10) Adopt a Resolution for Expenditures of 2020 Human Needs Funding.

Documents:

[2020 Human Needs.pdf](#)

(11) Authorize the Mayor to sign the Professional Services Agreement with North Sound Emergency Medicine for the Medical Program Director of Emergency Medical Services at the annual cost of \$55,440 in 2020, \$57,108 in 2021, and \$58,824 in 2022.

Documents:

[EMS DIRECTOR.pdf](#)

(12) Adopt Resolution naming the Proposed Park adjacent to the YMCA located at 4730 Colby Avenue.

Documents:

[YMCA Park naming.pdf](#)

(13) Adopt a Resolution adopting the Planning Commission's recommended Climate Action Plan.

Documents:

[Plan Comm Climate Action.pdf](#)

(14) Adopt Resolution declaring a Climate Emergency and call for actions to restore a safe Climate.

Documents:

[Climate Emergency.pdf](#)

(15) CB 1911-54 –3rd and final Reading - Adopt the Proposed Ordinance removing "Supportive Housing" as a Permitted Use in Single-Family Zones, repealing Ordinance No. 3500-16 (EMC 19.39.155), and revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020).

Documents:

[CB1911-54.pdf](#)

(16) CB 1912-71 – 3rd and final Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 336, Program 005.

Documents:

[CB1912-71.pdf](#)

(17) Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Dykeman, Inc. to provide additional architectural and engineering services for the Evergreen Library Expansion Project in the form substantially provided.

Documents:

[Dykeman Evergreen Library.pdf](#)

(18) Adopt Resolution designating a portion the Metro Everett Area a Community Renewal Area suitable for community renewal projects and directing that a Community Renewal Plan be prepared.

Documents:

[Metro Res.pdf](#)

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

(19) Youth Advisory Board update.

Documents:

[Youth Advisory.pdf](#)

(20) CB 2001-2 – 1st Reading - Adopt the Proposed Ordinance creating a Special improvement Project entitled “Trickling Filer Media Replacement” Fund 336, Program 008. (3rd and final reading on 2-12-20).

Documents:

[CB 2001-2.pdf](#)

(21) CB 2001-3 – 1st Reading - Adopt the Proposed Ordinance creating a Special Improvement Fund entitled “Water Transmission Line Replacement at 91st Avenue SE” Fund 336, Program 009. (3rd and final reading on 2-12-20).

Documents:

[CB 2001-3.pdf](#)

(22) CB 2001-4 – 1st Reading - Adopt the Proposed Ordinance creating a Special Improvement Project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007. (3rd and final reading on 2-12-20)

Documents:

[CB2001-4.pdf](#)

(23) CB 2001-5 – 1st Reading - Adopt the Proposed Ordinance creating a Special Improvement Project entitled “Water Filtration Plant Emergency Generator Replacement” Fund 303, Program 006. (3rd and final reading on 2-12-20)

Documents:

[CB 2001-5.pdf](#)

(24) Rethink Zoning – draft land use and zoning map changes, draft zoning use chapter, and a draft building and structure heights chapter.

Documents:

[ReThink.pdf](#)

PROPOSED ACTION ITEMS:

(25) CB 2001-1 – 2nd Reading - Adopt the Proposed Ordinance vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, plat of Everett Land Company’s First Addition to Everett. (3rd and final reading and public hearing on 2-5-20)

Documents:

[CB2001-01.pdf](#)

Executive Session

Adjourn

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

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.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425 257-8703.



RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period January 11, 2020 through January 17, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	2,423.98	101	Parks & Recreation	16,503.39
002	General Government	69,864.06	110	Library	17,293.28
003	Legal	20,334.87	112	Community Theater	25,400.00
005	Municipal Court	1,829.80	114	Conference Center	1,200.00
007	Human Resources	896.85	120	Public Works-Streets	20,379.26
009	Misc Financial Funds	879,082.44	126	MV-Equipment Replacement Re	130,258.54
010	Finance	50.00	138	Hotel/Motel Tax	15,360.00
015	Information Technology	4.20	146	Property Management	6,821.74
021	Planning & Community Develop	330.27	152	Cum Reserve-Library	32.96
024	Public Works-Engineering	18,026.61	153	Emergency Medical Services	99,910.21
026	Animal Shelter	10,827.94	156	Criminal Justice	4,766.86
027	Senior Center	296.69	303	PW Improvement Projects	102,345.85
031	Police	8,056.64	336	Water & Sewer Sys Improv Proj	49,159.69
032	Fire	31,607.05	342	City Facilities Construction	191,459.97
038	Facilities/Maintenance	3,677.73	354	Parks Capital Construction	17,525.61
	TOTAL GENERAL FUND	\$ 1,047,309.13	401	Public Works-Utilities	373,345.05
			402	Solid Waste Utility	10,396.04
			425	Public Works-Transit	47,613.89
			430	Everpark Garage	111,943.00
			440	Golf	33,607.58
			501	MVD-Transportation Services	17,247.40
			503	Self-Insurance	18,130.21
			505	Computer Reserve	79,647.79
			507	Telecommunications	884.32
			637	Police Pension	11,905.80
			638	Fire Pension	29,073.73
				TOTAL CLAIMS	\$ 2,479,521.30

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2020

Council President

Project title: Request for Final Acceptance & Certificate of Completion on the N. Broadway Transit Improvement Project

Council Bill #

Agenda dates requested:
January 29, 2020

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes No X

Budget amendment:
Yes No X

PowerPoint presentation:
Yes No X

Attachments:
None

Department(s) involved:
Public Works

Contact person:
Mike Kangas

Phone number:
(425) 257- 7731

Email:
mkangas@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Final Acceptance & Certificate of Completion

Project: N. Broadway Transit Improvement Project

Partner/Supplier : McCann Construction

Location: See attached vicinity map

Preceding action: Contract Award, Change Orders 1

Fund: Work Order PW-3644

Fiscal summary statement:

Original Contract Price: \$2,249,764.10

Change Order 1, :\$ 8,670.07

WSST (per WAC 458-70-171) \$ 0.00

Revised Contract Total: \$2,258,434.17

Project summary statement:

The general contractor, McCann Construction completed the N. Broadway Transit Improvement Project in accordance with the Project’s plans and specifications and to the satisfaction of the Public Works Department.

The final dollar amount due McCann Construction is \$2,254,772.75 exclusive of WSST per WAC 458-20-171. City Council needs to accept the project and authorize the Mayor to sign the Certificate of Completion allowing the release of retention bond.

Recommendation (exact action requested of Council):

Accept the N. Broadway Transit Improvement Project with McCann Construction as complete and authorize the Mayor to sign the Certificate of Completion allowing the release of retention bond.

CERTIFICATE OF COMPLETION

Project: N. Broadway Transit Improvement Project

Contractor: McCann Construction

Work Order No. PW 3644

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:



Public Works Director
Ryan Sass

1-14-2020
Date

Approved by:

Mayor, City of Everett
Cassie Franklin

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

By: _____
Jim Iles, City Attorney

Date

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: December 27, 2019
CONTRACTOR: McCann Construction
PROJECT TITLE: N. Broadway Transit Improvement Project
DATE WORK COMPLETE: June 5, 2019

ADDRESS: P.O. Box 3211
CITY/STATE: Renton, WA 98056
WORK ORDER NO. PW 3644
FINAL AMOUNT: \$2,254,772.75
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X [Signature]
CONTRACTOR
McCann Construction

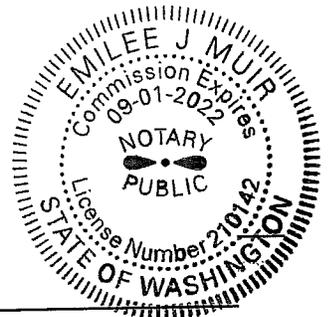
X Jeffrey M. Kanyer
President
TITLE

Subscribed and sworn to before me this 8th day of JANUARY, 2020

X [Signature]
Notary Public

in and for the State of Washington, residing at

SEATTLE, WA



PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

APPROVED Date: 1-14-2020

X [Signature]
Construction Manager
Tom Fuchs

X [Signature]
Public Works Director
Ryan Sass, P.E.

INSTRUCTIONS

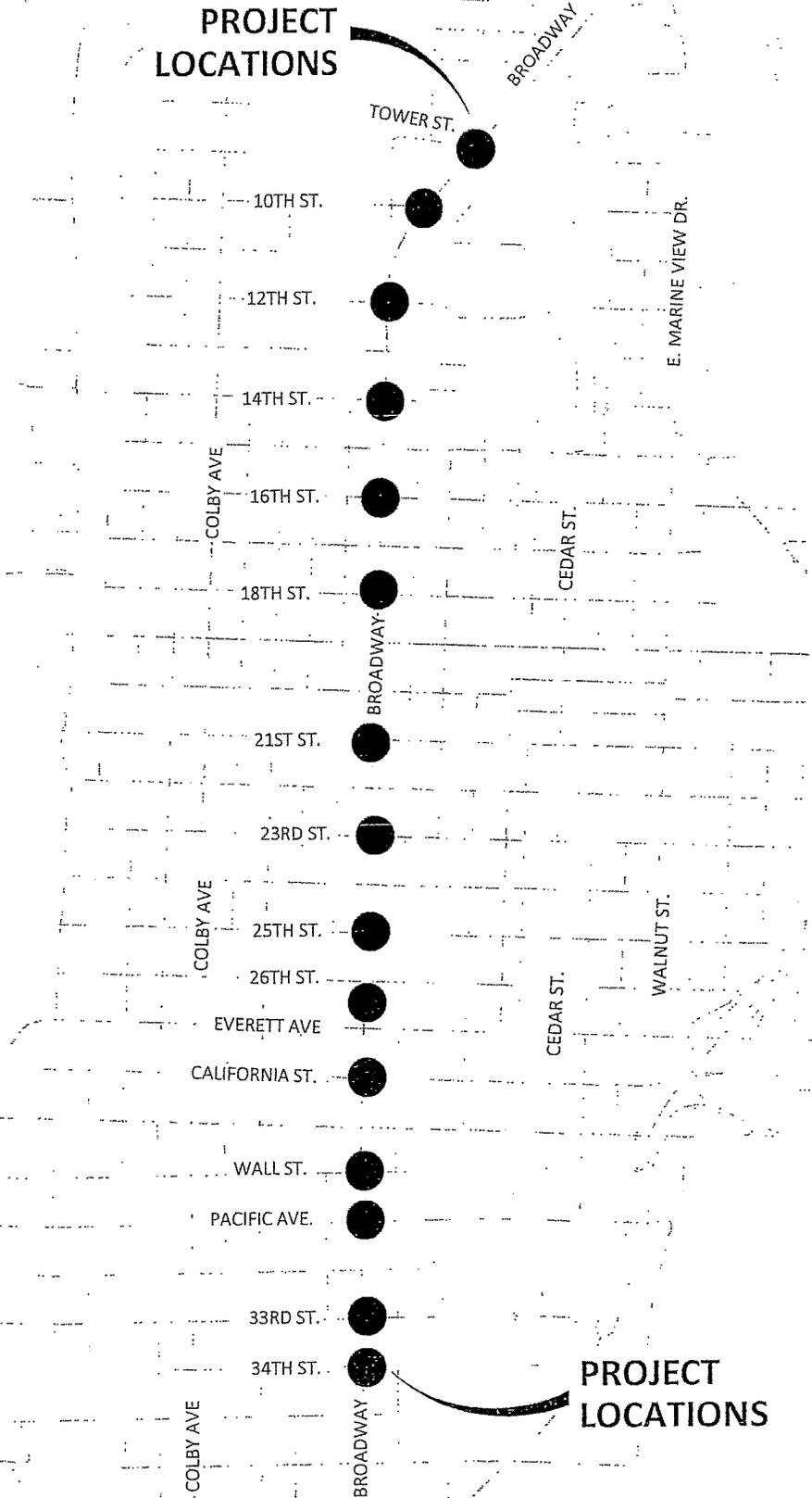
The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

8/7/20
Platted
Everett
City of Everett
Control Monument
Date: N/A
City of Everett Field Book/Barling Page: N/A/N/A



PROJECT LOCATIONS



PROJECT LOCATIONS



CITY OF EVERETT
1000 BROADWAY
EVERETT, WA 98201
(360) 835-3000

N. BROADWAY TRANSIT IMPROVEMENT PROJECT
STATE FUND# GCB2316; COE WO# 3644

Run Date: 10/11/2019
Time: 1:46 PM

City of Everett - Public Works Department
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 361

NORTH BROADWAY TRANSIT
IMPROVEMENT PROJECT
WO 3644 BID: \$2,258,434.17
TOTAL BID: \$2,258,434.17

For Work Order #3644
Estimate #11

Contractor: MCCANN CONSTRUCTION
P.O. BOX 3211

RENTON, WA 98056

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$2,254,772.75	\$2,249,024.32	\$5,748.43
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$2,254,772.75	\$2,249,024.32	
Amount to be Paid This Estimate			\$5,748.43

RMG

Checked By *MKS KASOATS* Date 10/10/19
Recommended By *Sam Fuchs* Date 10-16-19
Public Works Director *[Signature]* Date 10-16-19

Work Order Number: 3644

Retainage not withheld
per Retainage Bond
5008174

Run Date: 10/11/2019
Time: 1:46 PM

City of Everett - Public Works Department
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Contractor: MCCANN CONSTRUCTION
P.O. BOX 3211
RENTON, WA 98056

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	208,000.00	1.00	1.0000	1.0000	0.0000	208,000.00	208,000.00	0.00
0002	REMOVAL OF STRUCTURE & OBSTRUCTION	LS	100,000.00	1.00	1.0000	1.0000	0.0000	100,000.00	100,000.00	0.00
0003	SAWCUT	LF	9.00	5,160.00	4,608.0000	4,608.0000	0.0000	41,472.00	41,472.00	0.00
0004	ROADWAY EXCAVATION INCL. HAUL	CY	70.00	1,530.00	1,160.5500	1,160.5500	0.0000	81,238.50	81,238.50	0.00
0005	EROSION/WATER POLLUTION CONTROL	FA	1.00	5,000.00	9,197.5000	9,197.5000	0.0000	9,197.50	9,197.50	0.00
0006	ADA FEATURES SURVEYING	LS	10,000.00	1.00	1.0000	1.0000	0.0000	10,000.00	10,000.00	0.00
0007	ROADWAY SURVEYING	LS	26,000.00	1.00	1.0000	1.0000	0.0000	26,000.00	26,000.00	0.00
0008	SPCC PLAN	LS	2,000.00	1.00	1.0000	1.0000	0.0000	2,000.00	2,000.00	0.00
0009	STREET CLEANING	HR	165.00	150.00	91.7500	91.7500	0.0000	15,138.75	15,138.75	0.00
0010	INLET PROTECTION	EA	82.00	45.00	42.0000	42.0000	0.0000	3,444.00	3,444.00	0.00
0011	SOLID WALL PVC STORM SEWER PIPE 8" DIAM	LF	71.00	1,900.00	1,753.5000	1,753.5000	0.0000	124,498.50	124,498.50	0.00
0012	CATCH BASIN TYPE 1	EA	1,275.00	51.00	46.0000	46.0000	0.0000	58,650.00	58,650.00	0.00
0013	SOLID LID FOR CATCH BASIN OR INLET	EA	1,900.00	1.00	1.0000	1.0000	0.0000	1,900.00	1,900.00	0.00
0014	CATCH BASIN TYPE 2 - 48" DIAM	EA	18,000.00	3.00	3.0000	3.0000	0.0000	54,000.00	54,000.00	0.00
0015	CEMENT CONCRETE CURB TYPE E2	LF	35.00	3,260.00	2,411.0000	2,411.0000	0.0000	84,385.00	84,385.00	0.00
0016	CEMENT CONCRETE SIDEWALK	SY	65.00	4,210.00	2,761.6800	2,761.6800	0.0000	179,509.20	179,509.20	0.00
0017	HMA CL 1/2" PG 64-22 PAVEMENT PATCH	TN	255.00	230.00	224.0100	224.0100	0.0000	57,122.55	57,122.55	0.00
0018	CRUSHED SURFACING, TOP COURSE	TN	8.50	4,250.00	857.2100	857.2100	0.0000	7,286.29	7,286.29	0.00
0019	BARK OR WOOD CHIP MULCH	CY	76.00	36.00	6.0000	6.0000	0.0000	456.00	456.00	0.00
0020	TOPSOIL TYPE C	CY	66.00	54.00	24.0000	24.0000	0.0000	1,584.00	1,584.00	0.00
0021	SOD INSTALLATION	SY	20.00	38.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0022	CEMENT CONCRETE DRIVEWAY RAMP TYPE 1	SY	116.00	54.00	55.5000	55.5000	0.0000	6,438.00	6,438.00	0.00
0023	TYPE PERPENDICULAR A CURB RAMP	EA	2,575.00	11.00	12.0000	12.0000	0.0000	30,900.00	30,900.00	0.00
0024	TYPE PARALLEL A CURB RAMP	EA	2,675.00	5.00	4.0000	4.0000	0.0000	10,700.00	10,700.00	0.00
0025	CONNECTION TO DRAINAGE STRUCTURE	EA	1,200.00	22.00	23.0000	23.0000	0.0000	27,600.00	27,600.00	0.00

Run Date: 10/11/2019
Time: 1:46 PM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3644
Estimate #11

Cutoff Date: 10/11/2019

Project: 361

NORTH BROADWAY TRANSIT
IMPROVEMENT PROJECT
WO 3644 BID: \$2,258,434.17
TOTAL BID: \$2,258,434.17

Contractor: MCCANN CONSTRUCTION
P.O. BOX 3211
RENTON, WA 98056

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	STRUCTURE EXCAVATION CLASS B INCL HAUL	CY	0.10	896.00	779.5000	779.5000	0.0000	77.95	77.95	0.00
0027	SHORING OR EXTRA EXCAVATION BLASS B	SF	1.00	490.00	490.0000	490.0000	0.0000	490.00	490.00	0.00
0028	CONTROLLED DENSITY FILL	CY	300.00	18.00	156.0000	156.0000	0.0000	46,800.00	46,800.00	0.00
0029	ADJUST VALVE BOX TO GRADE	EA	525.00	13.00	10.0000	10.0000	0.0000	5,250.00	5,250.00	0.00
0030	ADJUST WATER METER BOX TO GRADE	EA	525.00	2.00	3.0000	3.0000	0.0000	1,575.00	1,575.00	0.00
0031	POTHOLE - VACUUM	EA	1,000.00	17.00	16.0000	16.0000	0.0000	16,000.00	16,000.00	0.00
0032	PEDESTRIAN TRAFFIC CONTROL	LS	20,000.00	1.00	1.0000	1.0000	0.0000	20,000.00	20,000.00	0.00
0033	PROJECT TEMPORARY TRAFFIC CONTROL	LS	40,000.00	1.00	1.0000	1.0000	0.0000	40,000.00	40,000.00	0.00
0034	FLAGGERS AND SPOTTERS	HR	48.00	3,600.00	1,774.5000	1,774.5000	0.0000	85,176.00	85,176.00	0.00
0035	TRAFFIC CONTROL SUPERVISOR	HR	60.00	720.00	888.5000	888.5000	0.0000	53,310.00	53,310.00	0.00
0036	UNIFORM POLICE OFFICER	HR	110.00	208.00	560.7500	560.7500	0.0000	61,682.50	61,682.50	0.00
0037	PAINTED TRAFFIC CURB	LF	4.00	360.00	1,094.0000	1,094.0000	0.0000	4,376.00	4,376.00	0.00
0038	PLASTIC ACCESS PARKING SAPCE SYMBOL	EA	675.00	1.00	1.0000	1.0000	0.0000	675.00	675.00	0.00
0039	PLASTIC TRAFFIC ARROW	EA	675.00	1.00	1.0000	1.0000	0.0000	675.00	675.00	0.00
0040	PLASTIC CROSSWALK LINE	SF	10.00	480.00	70.0000	70.0000	0.0000	700.00	700.00	0.00
0041	PLASTIC LINE	LF	12.75	82.00	30.0000	30.0000	0.0000	382.50	382.50	0.00
0042	VEHICLE LOOP DETECTORS	LF	189.00	180.00	225.5000	225.5000	0.0000	42,619.50	42,619.50	0.00
0043	ROSA RUGOSA HYBRID (SHOWY PAVEMENT)	EA	30.00	50.00	50.5000	50.5000	0.0000	1,515.00	1,515.00	0.00
0044	ILLUMINATION SYSTEM 10TH ST	LS	9,500.00	1.00	1.0000	1.0000	0.0000	9,500.00	9,500.00	0.00
0045	ILLUMINATION SYSTEM 12TH ST	LS	15,500.00	1.00	1.0000	1.0000	0.0000	15,500.00	15,500.00	0.00
0046	ILLUMINATION SYSTEM 14TH ST	LS	16,500.00	1.00	1.0000	1.0000	0.0000	16,500.00	16,500.00	0.00
0047	ILLUMINATION SYSTEM 16TH ST	LS	21,500.00	1.00	1.0000	1.0000	0.0000	21,500.00	21,500.00	0.00
0048	ILLUMINATION SYSTEM 18TH ST	LS	13,000.00	1.00	1.0000	1.0000	0.0000	13,000.00	13,000.00	0.00
0049	ILLUMINATION SYSTEM 21ST ST	LS	3,000.00	1.00	1.0000	1.0000	0.0000	3,000.00	3,000.00	0.00
0050	ILLUMINATION SYSTEM 23RD ST	LS	7,500.00	1.00	1.0000	1.0000	0.0000	7,500.00	7,500.00	0.00

Run Date: 10/11/2019
Time: 1:46 PM

City of Everett - Public Works Department
Contract Estimate Voucher

Cutoff Date: 10/11/2019

Project: 361

NORTH BROADWAY TRANSIT
IMPROVEMENT PROJECT
WO 3644 BID: \$2,258,434.17
TOTAL BID: \$2,258,434.17

For Work Order #3644
Estimate #11

Contractor: MCCANN CONSTRUCTION
P.O. BOX 3211
RENTON, WA 98056

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount	
0051	ILLUMINATION SYSTEM CALIFORNIA AVE	LS	1,500.00	1.00	1.0000	1.0000	0.0000	1,500.00	1,500.00	0.00	
0052	ILLUMINATION SYSTEM 33RD & 34TH	LS	6,000.00	1.00	1.0000	1.0000	0.0000	6,000.00	6,000.00	0.00	
0053	RECORD DRAWINGS	LS	5,000.00	1.00	1.0000	1.0000	0.0000	5,000.00	5,000.00	0.00	
0054	RESOLVED UNANTICIPATED CONFLICTS	FA	1.00	10,000.00	62,136.2800	56,387.8500	5,748.4300	62,136.28	56,387.85	5,748.43	
0055	PRIVATE IMPROVEMENT RESTORATION	FA	1.00	10,000.00	12,716.4100	12,716.4100	0.0000	12,716.41	12,716.41	0.00	
0056	TRANSIT SHELTER AMENITIES	EA	18,000.00	22.00	22.0000	22.0000	0.0000	396,000.00	396,000.00	0.00	
0117	CONCRETE BASE	SY	135.06	788.00	723.2300	723.2300	0.0000	97,679.44	97,679.44	0.00	
0118	CEMENT CONCRETE PAVING	SY	202.29	83.00	82.4400	82.4400	0.0000	16,676.79	16,676.79	0.00	
0119	VEHICLE LOOP DETECTORS +225	LF	107.55	573.00	573.0000	573.0000	0.0000	61,626.15	61,626.15	0.00	
0120	DEDUCT BIKE RACKS	EA	-631.23	22.00	22.0000	22.0000	0.0000	-13,887.06	-13,887.06	0.00	
								Work Order Totals:	2,254,772.75	2,249,024.32	5,748.43

Project title: Request for Final Acceptance & Certificate of Completion on the Watermain Replacement "S" Project

Council Bill #

Agenda dates requested:

January 29, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

None

Department(s) involved:

Public Works

Contact person:

Mike Kangas

Phone number:

(425) 257-7731

Email:

mkangas@everettwa.gov

Consideration: Final Acceptance & Certificate of Completion

Project: Watermain Replacement "S"

Partner/Supplier : Reece Construction Company

Location: See attached vicinity maps

Preceding action:

Fund: Work Order UP-3664

Fiscal summary statement:

Original Contract Price: \$1,866,805.49

Change Order's 1 & 2 : \$ 135,400.00

Revised Contract Total: \$2,002,205.49 (includes WSST)

Project summary statement:

The general contractor, Reece Construction Company, completed the Watermain Replacement "S" Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

The final dollar amount due Reece Construction Company, is \$1,987,069.37 which includes Washington State Sales Tax (\$1,810,826.34 plus WSST of \$176,243.03). City Council needs to accept the project and authorize the Mayor to sign the Certificate of Completion allowing the release of retention.

Recommendation (exact action requested of Council):

Accept the Watermain Replacement "S" Project with Reece Construction Company, as complete and authorize the Mayor to sign the Certificate of Completion allowing the release of retention.

Initialed by:

Department head

Administration

Council President

CERTIFICATE OF COMPLETION

Project: Watermain Replacement "S" Project

Contractor: Reece Construction Company

Work Order No. PW 3664

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:



Public Works Director
Ryan Sass

1-16-2020

Date

Approved by:

Mayor, City of Everett
Cassie Franklin

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

By: _____
Jim Iles, City Attorney

Date

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: December 27, 2019
CONTRACTOR: Reece Construction Company
PROJECT TITLE: Water Main "S" Replacement
DATE WORK COMPLETE: September 26, 2019

ADDRESS: P.O. BOX 1531
CITY/STATE: Marysville, WA 98270
WORK ORDER NO. UP 3664
FINAL AMOUNT: \$1,810,826.34
Exclusive of State Sales Tax

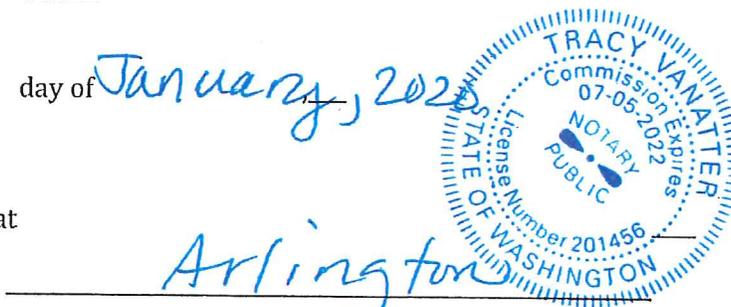
CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X [Signature]
CONTRACTOR
Reece Construction Company

X President
TITLE

Subscribed and sworn to before me this 11th day of January, 2020
X [Signature]
Notary Public
in and for the State of Washington, residing at



Arlington

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

X [Signature]
Construction Manager
Tom Fuchs

APPROVED Date: 1-16-2020
X [Signature]
Public Works Director
Ryan Sass, P.E.

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

Run Date: 10/17/2019
9:27 AM

Project: 354

Water Main "S" Replacement
WO 3664 BID: \$1,888,635.79
TOTAL BID: \$2,002,105.49

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order # 3664
Estimate # 11

Cutoff Date: 10/17/2019

Contractor: REECE CONSTRUCTION CO
3527 238th ST NE
ARLINGTON, WA 98223

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$1,810,826.34	\$1,810,826.34	\$0.00
Retained Amounts	\$90,541.32	\$90,541.32	\$0.00
State Tax Amounts	\$176,243.03	\$176,243.03	\$0.00
Amounts Paid	\$1,896,528.05	\$1,896,528.05	\$0.00
Amount to be Paid This Estimate			

DPN

Checked By MVS Kanas

Recommended By Bonnie Fuchs

Public Works Director [Signature]

Date 10/17/2019

Date 10-17-19

Date 10-18-19

Work Order Number: 3664

Run Date: 10/17/2019
Time: 9:27 AM

Project: 354

Water Main "S" Replacement
WO 3664 BID: \$1,888,635.79
TOTAL BID: \$1,866,695.79

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3664
Estimate #11

Cutoff Date: 10/11/2019

Contractor: REECE CONSTRUCTION COMPANY
3527 238th ST NE
ARLINGTON, WA 98223

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Mobilization	LS	94,000.00	1.00	1.0000	1.0000	0.0000	94,000.00	94,000.00	0.00
0002	Surveying	LS	5,500.00	1.00	1.0000	1.0000	0.0000	5,500.00	5,500.00	0.00
0003	SPCC Plan	LS	832.00	1.00	1.0000	1.0000	0.0000	832.00	832.00	0.00
0004	Force Account	FA	1.00	46,000.00	95,823.0100	95,823.0100	0.0000	95,823.01	95,823.01	0.00
0005	Traffic Control Labor	HR	55.00	1,300.00	2,287.0000	2,287.0000	0.0000	125,785.00	125,785.00	0.00
0006	Traffic Control - Off Duty Police Officer	FA	6,300.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0007	Maintenance & Protection of Traffic Control	LS	4,700.00	1.00	1.0000	1.0000	0.0000	4,700.00	4,700.00	0.00
0008	Trench Excavation Safety Systems	LS	9,900.00	1.00	1.0000	1.0000	0.0000	9,900.00	9,900.00	0.00
0009	Street Cleaning & Sweeping	HR	190.00	104.00	36.5000	36.5000	0.0000	6,935.00	6,935.00	0.00
0010	Erosion/Water Pollution Control	FA	1.00	3,000.00	1,071.9800	1,071.9800	0.0000	1,071.98	1,071.98	0.00
0011	Sawcut ACP, Final Joint Cut up to 6"	LF	2.25	7,780.00	7,942.0000	7,942.0000	0.0000	17,869.50	17,869.50	0.00
0012	Sawcut ACP, Final Joint Cut additional 1" thick	LF	0.70	3,600.00	4,526.0000	4,526.0000	0.0000	3,168.20	3,168.20	0.00
0013	Sawcut Concrete Pave Final Joint Cut up to 7"	LF	4.00	5,100.00	6,767.5000	6,767.5000	0.0000	27,070.00	27,070.00	0.00
0014	Foundation Material, Class A or B	TN	20.00	510.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0015	Gravel Borrow	TN	15.00	2,440.00	1,824.7200	1,824.7200	0.0000	27,370.80	27,370.80	0.00
0016	Ductile Iron Pipe for Water Main, 8"	LF	74.00	2,140.00	2,155.8000	2,155.8000	0.0000	159,529.20	159,529.20	0.00
0017	Earthquake Resist Ductl Iron Pipe Syst for Water	LF	185.00	3,660.00	3,689.0000	3,689.0000	0.0000	682,465.00	682,465.00	0.00
0018	Gate Valve, 8"	EA	1,225.00	25.00	21.0000	21.0000	0.0000	25,725.00	25,725.00	0.00
0019	Gate Valve, 12"	EA	2,200.00	13.00	12.0000	12.0000	0.0000	26,400.00	26,400.00	0.00
0020	Fire Hydrant Assembly	EA	5,300.00	6.00	6.0000	6.0000	0.0000	31,800.00	31,800.00	0.00
0021	Air Vacuum Valve Assembly, 1"	EA	1,700.00	1.00	3.0000	3.0000	0.0000	5,100.00	5,100.00	0.00
0022	Assist COE in Connect to Existing Water Main	EA	2,080.00	21.00	17.0000	17.0000	0.0000	35,360.00	35,360.00	0.00
0023	Corporation Stop w/ Service Saddle, 3/4"	EA	485.00	81.00	84.0000	84.0000	0.0000	40,740.00	40,740.00	0.00
0024	Corporation Stop w/ Service Saddle, 1"	EA	525.00	5.00	2.0000	2.0000	0.0000	1,050.00	1,050.00	0.00
0025	Service Saddle & Valve Assembly, 2"	EA	1,750.00	2.00	2.5000	2.5000	0.0000	4,375.00	4,375.00	0.00
0026	Water Service, 3/4"	LF	12.00	2,740.00	2,643.5000	2,643.5000	0.0000	31,722.00	31,722.00	0.00

Run Date: 10/17/2019

Time: 9:27 AM

Project: 354

Water Main "S" Replacement
WO 3664 BID: \$1,888,635.79
TOTAL BID: \$1,866,695.79

City of Everett - Public Works Department
Contract Estimate Voucher

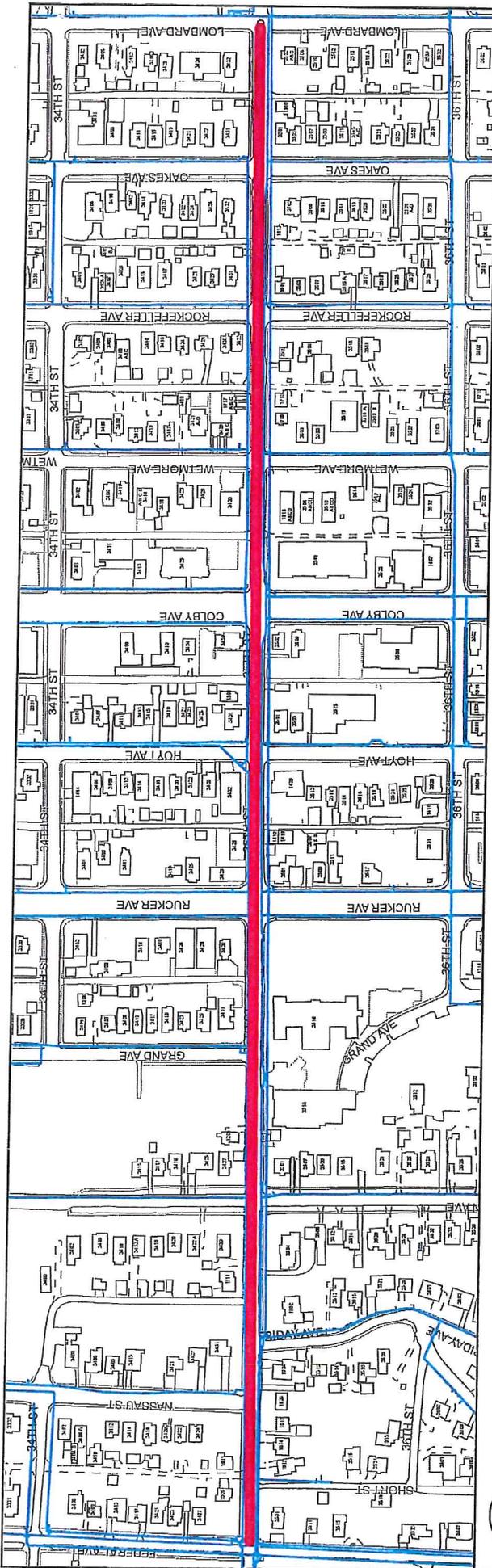
For Work Order #3664
Estimate #11

Cutoff Date: 10/11/2019

Contractor: REECE CONSTRUCTION COMPANY
3527 238th ST NE
ARLINGTON, WA 98223

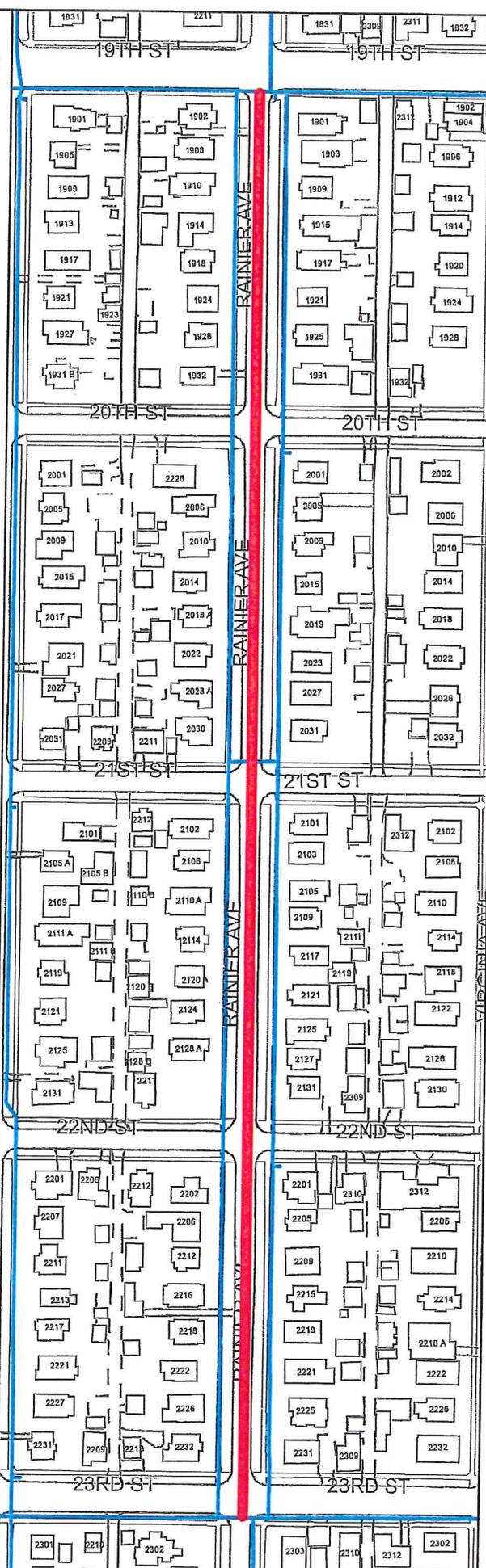
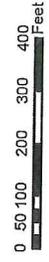
Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0027	Water Service, 1"	LF	6.00	90.00	62.0000	62.0000	0.0000	372.00	372.00	0.00
0028	Water Service, 2"	LF	215.00	14.00	36.0000	36.0000	0.0000	7,740.00	7,740.00	0.00
0029	Fire Service, 4"	EA	6,500.00	1.00	1.0000	1.0000	0.0000	6,500.00	6,500.00	0.00
0030	Fire Service, 6"	EA	1,825.00	1.00	1.0000	1.0000	0.0000	1,825.00	1,825.00	0.00
0031	Fire Service, 8"	EA	1,650.00	1.00	1.0000	1.0000	0.0000	1,650.00	1,650.00	0.00
0032	Topsoil, Type A & Seeding	SY	52.50	90.00	262.3500	262.3500	0.0000	13,773.38	13,773.38	0.00
0033	Monument Cases	EA	1,400.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0034	Crushed Surfacing Top Course	TN	55.00	460.00	453.6900	453.6900	0.0000	24,952.95	24,952.95	0.00
0035	Temporary Pavement Patch	SY	4.50	3,070.00	1,289.6600	1,289.6600	0.0000	5,803.47	5,803.47	0.00
0036	Cement Concrete Pave Base Type 3 (HES) Trench	SY	80.00	1,395.00	1,393.7700	1,393.7700	0.0000	111,501.60	111,501.60	0.00
0037	Cement Concrete Pavement Patch	SY	62.00	1,400.00	45.8200	45.8200	0.0000	2,840.84	2,840.84	0.00
0038	HMA, CL 1/2" PG 64-22 Perm Trench Patch	TN	109.00	320.00	328.2400	328.2400	0.0000	35,778.16	35,778.16	0.00
0039	HMA, CL 1/2" PG 64-22 Overlay	TN	98.00	820.00	814.8000	814.8000	0.0000	79,850.40	79,850.40	0.00
0040	Cement Concrete Sidewalk Restoration	SY	85.00	100.00	103.8400	103.8400	0.0000	8,826.40	8,826.40	0.00
0041	Cement Concrete Curb & Gutter, Type 1	LF	68.00	220.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0042	Cement Concrete Curb Ramp, Type D	EA	2,900.00	1.00	2.0000	2.0000	0.0000	5,800.00	5,800.00	0.00
0043	Permanent Pavement Marking	LS	5,500.00	1.00	1.0000	1.0000	0.0000	5,500.00	5,500.00	0.00
0044	Portable Changeable Message Signs	HR	7.00	500.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0045	Vehicle Loop Detectors	LF	45.00	200.00	129.0000	129.0000	0.0000	5,805.00	5,805.00	0.00
0046	Material on Hand	LS	1.00	249,975.11	8,015.4500	8,015.4500	0.0000	8,015.45	8,015.45	0.00
0101	Change Order - Open cut trench-water svc laterals	LS	1.00	20,000.00	20,000.0000	20,000.0000	0.0000	20,000.00	20,000.00	0.00

Work Order Totals: 1,810,826.34 1,810,826.34 0.00



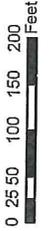
New Water Main

Water "S" Project Location 35th St. Federal Ave to Lombard St



New Water Main

Water "S" Project Location Rainier Ave 19th St to 23rd St





Project title: A call for bids for the Broadway 10th Street to 19th Street Intersection Safety Project

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Call for Bids

Project: Broadway 10th Street to 19th Street Intersection Safety

Partner/Supplier :

Location: Broadway 10th to 19th

Preceding action: City Ordinance No. 3595-18, approved 2/28/18

Fund: Fund 303, Program 104

Agenda dates requested:

January 29, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Fiscal summary statement:

The budget for this project is \$767,800 which includes a Federal Highway Safety Improvement Program (HSIP) grant in the amount of \$531,344 and the balance of \$236,456 from local matching funds.

Project summary statement:

This project will improve traffic signal phasing and timing to enhance safety for pedestrians in crosswalks within the Broadway Avenue corridor from 10th Street to 19th Street.

Recommendation (exact action requested of Council):

Authorize a call for bids for the Broadway 10th Street to 19th Street Intersection Safety Project.

Initialed by:


Department head

Administration

Council President



Project title: Snohomish County Regional Fire Training Consortium Agreement.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

January 29th, 2020

- Briefing
 - Proposed action
 - Consent
 - Action x
 - Ordinance
 - Public hearing
- Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Department(s) involved:

Fire and Legal

Contact person:

Dave DeMarco

Phone number:

425-257-8101

Email:

DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: To share fire training resources in Snohomish County

Partner/Supplier: South County Fire Authority, Marysville Fire District, Snohomish County Fire District 7

Location: N/A

Preceding action: None

Fund: 032 Fire

Fiscal summary statement:

There is no change in departmental expenditures proposed. The consortium is an effort to collaborate with neighbors to produce shared, cost-effective firefighter training through the regional pooling of talents and resources.

We currently contribute 1 FTE to manage the Snohomish County Fire Training Academy (SCFTA). The cost of the assigned FTE is a legacy expense in fund 032 and will remain unchanged. Transition of this one FTE to the consortium is the extent of Everett Fire's commitment. For 2020 each participating agency will contribute one FTE to form the consortium.

It is possible in coming years that additional fund 032 and/or fund 153 training dollars will be directed for use by the consortium in cases where those expenses will produce more efficient and/or better training products than exist today. In every case cost will be shared proportionally across participating agencies. No increase in training expenditures is expected or requested.

Project summary statement:

All Washington State fire departments are required by law to deliver recurring, industry specific training to all firefighters. Traditionally this training has been developed and managed by individual agencies, creating duplication of services across jurisdictional boundaries. Limited tax dollars for all public enterprises has pushed departments to find efficiencies in the delivery of required training. Regional training consortiums have found these through the pooling of scarce resources. Regional examples of successful training consortiums can be found in King County including the South Sound Regional Training Consortium (Kent, Renton, Tukwila), the East Metro Training Group (Bellevue, Kirkland, Snoqualmie, Mercer Island) and the currently forming North King Regional Training Consortium (Woodinville, Northshore, Bothell, Shoreline).

Everett Fire has partnered with the largest Snohomish County fire departments to produce a training consortium here. This agreement partners Everett with South County Fire, Marysville Fire District and Snohomish County FPD #7 to stand up this county's first training consortium. We will replace the interlocal agreement for the successful SCFTA and bring the academy into the consortium as one of several planned training functions. Future functions will include training for emergency medical services, special operations, and officer development, among others.

Once operational, these functions will be made available for purchase from the remaining county departments as they choose. There is particular interest from agencies who do not have full time staff dedicated to meeting state-mandated training requirements. We envision the consortium will expand its membership over time as the administrative infrastructure defined by this agreement develops, furthering efficiencies in regional training while also delivering better training products.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Snohomish County Regional Training Consortium Interlocal Agreement.

Snohomish County Regional Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies” and shall be deemed adopted upon date of signing by the respective Agencies.

1. RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the participating Agencies provide or operate similar Emergency Public Safety Services through the utilization of first responders and emergency equipment within their jurisdictions, and

WHEREAS, The Agencies are currently empowered by law to provide or operate similar emergency services training and education programs to their own personnel, and

WHEREAS, The Agencies ability to provide Emergency Public Safety Services, as well as the requisite training and education programs for its personnel, is directly affected by and through the limited public funds available for such services, and

WHEREAS, The Agencies have determined that through collaborative efforts and combining resources, greater efficiencies and effectiveness can be enjoyed equally amongst all parties, proportionate to their participation level, and

WHEREAS, The Agencies have determined that Emergency Public Safety Services as provided by each agency shall be improved through greater interoperability as a result of a collaborative training and education program promoting consistent operational practices,

NOW, THEREFORE, in consideration of the covenants, conditions, performances, promises, and benefits contained herein, it is agreed between the Agencies as follows:

2. PURPOSE AND SCOPE. The purpose and scope of this Agreement is to establish a Training Consortium “Consortium” to provide regular and specialty training and educational programs to the member Agencies, and those other Agencies as the Administrative Board may approve, through a collaboration of personnel, equipment, property, and funds, collectively “Resources”, as determined through an adopted funding formula, at a level determined by and for each Agency. Nothing in this agreement shall be interpreted as a conveyance of the authorities or responsibilities prescribed to each Agency through statute, regulation, or agreement. Each agency shall retain full authority and responsibility for, and jurisdiction over, all services it provides, is required to provide, or provides for, within its jurisdiction.

3. GOVERNING STRUCTURE OF TRAINING CONSORTIUM

3.1. Administrative Board. Administration of this Agreement shall be accomplished by an Administrative Board that shall be composed of one representative from each Agency, “Agency Representative”, to be held by the respective Chief Executive Officer or such other individual as appointed by the legislative body of that Agency.

(a) The Administrative Board shall be responsible for:

- i. Managing and conducting the business affairs of the Consortium, to make and execute all necessary contracts, to employ any necessary services, and to adopt reasonable rules to govern the Consortium and to perform its

- functions, and generally to perform all such acts as may be necessary to carry out the objects of the creation of the Consortium.
- ii. Overseeing administration of the fiscal arrangements as set forth in this Agreement.
 - iii. Directing, guiding and overseeing the actions of the Consortium Advisory Committee.
 - iv. Communicating with the legislative bodies of the Agencies.
 - v. Designating the Lead Agency in accordance with Section 4.1.
- (b) The Administrative Board shall elect a Chair from of its members, who shall serve a two (2) year term. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings.
- (c) The Administrative Board shall meet a minimum of four (4) times per year. Agency Representatives shall be duly notified of scheduled Administrative Board meetings when they have been notified of the meeting date, time, and location no less than 30 days prior, in the method and manner as prescribed in this agreement for official notifications or in person at a previous Administrative Board meeting. (Note: this does not preclude the use of additional methods of notification.) Provided, however, in rare circumstances where time is of the essence for the Board to convene to take actions that are time sensitive and which are required in less than 30 days, a shorter notice may be provided to Agency Representatives. In such circumstances all reasonable efforts will be made to provide the maximum amount of notice feasible.
- (d) Each Agency, through its Administrative Board representative, shall have an equal vote on matters that come before the Administrative Board, except where a weighted vote is required. Decisions encumbered upon the Administrative Board shall be arrived at utilizing the following procedures:
- i. Decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives, regardless of proxy voting options utilized. A quorum shall be defined as attendance of 50% plus one (1) of the Agency representatives to the Administrative Board.
 - ii. All decisions not specifically requiring a Full Administrative Board vote or a Super Majority vote, as and where called for in this agreement, shall be rendered by a simple majority vote of the Administrative Board members in attendance.
 - iii. Proxy voting may be allowed should the Administrative Board so elect, however, the Administrative Board shall adopt and distribute to each Agency proxy voting rules at least 30 days prior to the allowance of such voting.
 - iv. Decisions requiring a Full Administrative Board vote shall require a simple majority affirmative vote of all Administrative Board Member Agency representatives.
 - v. Decisions requiring a Super Majority shall require a 60% affirmative weighted vote.

- a. A Weighted Vote shall be based upon each Agency's Resource Allocation formula, as calculated in Appendix A Funding Formula. Associate Agencies Operational FTE counts are not used for Weighted Voting calculations.
- b. Weighted Vote Percentage calculations shall be presented at the first Administrative Board meeting of each year and shall be maintained throughout the calendar year.
- c. In the event a single agency attains over 40% but not more than 51% of the Weighted Vote Percentage, the Administrative Board may, by simple majority of the Full Administrative Board, reduce the weighted Super Majority vote requirement to the remaining sum balance of Agencies percentage Weighted Vote.
- d. In the event a single agency attains over 51% of the Weighted Vote Percentage, the Administrative Board shall, at the time of annual budget adoption, take one of the following actions: (i) affirm the continuation of the Training Consortium, (ii) turn over all control of the Training Consortium to the Agency with over 50% of the Weighted Vote Percentage or, (iii) dissolve the Training Consortium.
- vi. At the discretion of the Chair, decisions subject to a simple majority vote of a quorum of Administrative Board members that result in a tie may be declared subject to a Full Administrative Board Vote.
- vii. At the discretion of the Chair, decisions subject to a Full Administrative Board Vote that result in a tie may be declared subject to a Super Majority Vote.
- viii. Any decision made by the Administrative Board may be overturned through the use of a Super Majority vote. The request to overturn a decision utilizing a Super Majority vote must be made during the meeting in which the decision was voted upon. The request to overturn must receive a supporting 'second' in order to proceed.
- (e) Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

3.2. **Consortium Advisory Committee "CAC"**. The CAC shall be composed of the Training Consortium's Training Chair and the Operations and/or Training Chief from each Agency. The CAC shall be responsible for:

- (a) Recommending a candidate or candidates to the Administrative Board for appointment as the Training Chair.
- (b) Consulting and communicating with the Training Chair on matters involving agency operations.
- (c) Establishing consistency in operational procedures between the Agencies.
- (d) Determining that all training curriculum employed by the Consortium is consistent with Agency operations.
- (e) Approval of all curriculum employed by the Consortium.

3.3. **Training Consortium Chief “Training Chair”.** The Training Chair shall be: a Chief Officer of one of the Agencies, assigned by the employing agency to the Consortium on a fulltime or as agreed to by the Administrative Board and, appointed by the Administrative Board.

- (a) The Training Chair term of appointment shall be for two (2) year intervals. In the event the Training Chair position is vacated prior to the completion of the assigned term, a replacement shall be appointed to fill the position for the balance of the vacated term.
- (b) The Training Chair shall be responsible for:
 - i. Recommending annual goals and objectives to the Administrative Board.
 - ii. Developing common operating guidelines for all Agencies.
 - iii. Developing common training programs, processes, and instructional materials for all Agencies.
 - iv. Developing common training calendars for all Agencies.
 - v. Performing such other tasks as directed by the Administrative Board.
 - vi. Developing and recommending to the Administrative Board an annual Budget for the Training Consortium.
 - vii. Managing the Training Consortium on a day-to-day basis.
 - viii. Recommending acceptance or denial to the Administrative Board of Agency Training Officer assignments to the Training Consortium.

3.4. **Organizational Assignments.** The Agencies understand and agree that the Administrative Board has the authority to determine, establish, and modify the command structure and organizational responsibilities of any and all personnel assigned to the Training Consortium for the duration of the employees’ assignment, irrespective of their current rank or position within their own agency.

4. **RESOURCE ALLOCATION FULFILLMENT.** The Agencies understand and agree that, as guardians of public funds, parity of resource obligation based upon participation is required, and taking into consideration as such, a funding formula shall be established and adopted by the Administrative Board annually for the operation of the training consortium.

4.1. The South County RFA, “Lead Agency”, shall be the entity that manages and administers the finances of the Training Consortium as part of the Lead Agency’s annual budget. The Lead Agency shall be determined by the Administrative Board, subject to approval of the Lead Agency’s governing body.

4.2. On or before August 1st of each year, the Administrative Board shall prepare, adopt, and publish to the Agencies, the following year’s General Budget for the Training Consortium’s operations that identifies:

- (a) Financial, equipment, property, and personnel resource need to operate the Training Consortium throughout the budget cycle.
- (b) Financial equivalencies for; equipment dedication needs, and; personnel assignments based upon rank and commit time to the Training Consortium.

- (c) Each Agency's financial responsibilities to fulfill the needs of the Training Consortium throughout the next budget cycle. Agency responsibilities shall be determined through a funding formula as defined in Appendix A of this agreement, or as modified through a Super Majority vote.
- 4.3. On or after November 1 but before December 1, the Lead Agency shall submit invoices to each Agency reflecting that Agency's monies owed or due for the following year to satisfy their calculated financial obligations.
- 4.4. Fulfillment of financial, equipment, and personnel obligations shall be made to the Training Consortium as defined herein;
- (a) Agency annual financial obligations shall be based upon the Weighted FTE Percentage applied to the total annual funds budgeted, as adopted by the Administrative Board.
 - (b) Agency annual Training Officer commitment shall be based upon the Weighted FTE Percentage applied to the total full time equivalent annual Training Officer commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
 - (c) Agency Instructor commitment shall be reflective of and take into consideration the needs of the Training Consortium balanced against the Weighted FTE Percentage. At the discretion of and through adoption by the Administrative Board, an Instructor Balancing formula may be implemented at the time of the Annual Budget adoption. (NOTE: It is anticipated that this formula would establish a standardized hourly cost for Instructors which would be used to determine comparable Instructor obligation balanced against Instructor participation for each Agency, with financial adjustments provided to accommodate remarkable discrepancies.) Nothing herein obligates the Administrative Board to adopt, or if so adopted to continue, an Instructor Balancing formula.
 - (d) Agency equipment commitment shall be reflective of and based upon the Weighted FTE Percentage applied to the total Equipment commitment required, as recommended by the Training Chair, and as adopted by the Administrative Board.
 - (e) Training Consortium budgeted Resources must balance with Agency Obligations provided. Financial obligations may be modified through the use of a balancing formula to accommodate discrepancies in non-financial Agency Obligations, however, all budgeted Resources must be wholly fulfilled.
- 4.5. In the event an Agency provides additional Training Officers or Equipment in order to fulfill burdens created by another Agency or Agencies' inability to satisfy their assigned Training Officer or Equipment obligations, an appropriate cash value payment shall be determined and agreed to prior to commencement of the affected budget year. Such payment shall be made from the burdening Agency to the Training Consortium on or before February 1st of the affected budget year, and the Training Consortium shall reduce respectively the annual financial obligations of the burdened Agency or Agencies for the affected budget year. All such arrangements must be approved by the Administrative Board prior to adoption and implementation.
- 4.6. In the event an Agency provides additional Resources to the Training Consortium above and beyond the adopted budgeted need, such overage shall not be considered or applied to the respective funding formula.
- 4.7. The Administrative Board shall define and approve financial equivalency for equipment dedication.

- 4.8. Funding formulas shall be adopted by the Administrative Board prior to and for each event or activity requiring separate funding not provided for within the General Budget. (example: Recruit Academy, Officer Development Program)
- 4.9. An administrative fee of 0 % of Training Chair's FTE assigned costs shall be provided for within the General Budget payable to the Lead Agency to cover the administrative costs in managing the Training Consortiums' fiscal administration duties. The Lead Agency administrative fee may be altered with a Super Majority vote of the Agencies.
- 4.10. In the event the Training Consortium is co-located within an Agency facility or property, an administrative fee of 0 % of the total assigned Training Officer's costs shall be provided for within the General Budget payable to said Agency to cover supplies, utilities, office equipment, and other incidentals necessary to maintain administrative operations commonly utilized in an office environment. Said Agency agrees to supply and maintain all such supplies, utilities, office equipment, and other incidentals for the above stated administrative fee. The Facility Agency administration fee may be altered with a Super Majority vote of the Agencies. This fee shall not apply when arrangements between the Training Consortium and an Agency involve a lease, rent, or purchase of a facility from said Agency.
- 4.11. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies is necessary, the Administrative Board shall be responsible for making the recommendation/request to the appropriate Agencies.
- 4.12. All annual financial obligations invoiced to an Agency shall be paid to the Lead Agency on or before February 1st of the year for which it is due.

5. RESOURCE OWNERSHIP. This Agreement allows for the collaborative acquisition, use, and management of Resources.

- 5.1. Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency in accordance with their respective policies. Ownership of equipment and property shall remain with the Agency that purchases or provides the respective Resource. Agency required asset tracking and reporting remains the responsibility of the contributing Agency.
- 5.2. Jointly owned Resources, if any, shall be listed in **EXHIBIT B** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
 - (a) Joint Resources may be purchased through a separate and independent agreement between Agencies. Ownership, identification, asset tracking, maintenance, and cost allocation shall be the responsibility of the owning Agencies.
 - (b) Joint Resources acquired after the execution of this agreement, utilizing Training Consortium funds, shall be documented on **EXHIBIT B**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources, "Ownership Share".
 - (c) If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.

- (d) In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources. The Administrative Board has sole discretion for determining depreciated value.
- (e) Jointly owned Equipment may be incorporated or allocated into the funding model based upon the Ownership Shares of the owning Agencies, at the sole discretion of the Administrative Board.

6. PERSONNEL ASSIGNMENT. Each Agency shall cooperate with the Administrative Board and shall allow its assigned employees and volunteers, "Assigned Personnel", to perform the functions as delegated by the Training Chair exercising authority under this Agreement.

- 6.1. The Training Chair shall have the authority to determine the working location and conditions for Assigned Personnel when assigned to the Training Division.
- 6.2. Through the joint decision-making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
- 6.3. Each Agency shall remain as the employer of its own Assigned Personnel and shall be responsible for establishing and paying Assigned Personnel compensation and benefits. The Administrative Board shall make recommendations and shall work with the various Agencies and bargaining units to develop uniformity in wages, benefits and working conditions.
- 6.4. It is understood by the Agencies that the services provided by Assigned Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
- 6.5. The Administrative Board shall establish the chain of command for Assigned Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Assigned Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Assigned Personnel, but such input shall be strictly for informational purposes only, and nonbinding upon any Agency.
- 6.6. The Training Chair shall provide Assigned Personnel that are filling a shared functional position(s) with an explanation of roles, responsibilities, duties and expectations of the shared position(s).
- 6.7. To the extent this Agreement would result in any changes that affect the wages, benefits or working conditions of any represented employees, the Training Chair shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. TRAINING CHAIR. The Agency employing the Training Chair, "TCC Employer", agrees to employ and staff the Training Chair position as identified and contemplated by this Agreement, with their Training Chief or other such Chief Officer as approved by the Administrative Board. In recognition of this understanding the Agencies agree to work cooperatively in accordance with the following provisions to assist TCC Employer in maintaining its assigned Chief position.

- (a) The TCC Employer shall be the employer of the Training Chair. Accordingly, they shall be solely responsible for all matters related to the Training Chair's employment, including but not limited to; human resource management,

performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline.

- (b) The TCC Employer shall be solely responsible for the salary and benefits of its Training Chair and the Training Chair shall be considered "Assigned Personnel" pursuant to Paragraph 6 of this Agreement.

8. INSURANCE. The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the other with a Certificate of Liability Insurance or Evidence of Coverage. Any Agency that is self-insured will provide a letter of self-insurance in lieu of the coverage required in this Section.

9. INDEMNIFICATION. Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

9.1. Each Agency's governing body shall complete and execute the Declaration as provided in Exhibit C of this agreement, regarding the approval or rejection of appointment of the Training Consortium Chief "Training Chair" as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

9.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

9.3. Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his

or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. DISPUTE RESOLUTION. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to such dispute.

10.1. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Snohomish County Superior Court, Snohomish County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

10.3. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. TERM OF AGREEMENT. This agreement shall be effective on date of final signature of all parties and shall continue for a term of 5 years unless earlier terminated as provided below.

11.1. The Snohomish County Regional Training Consortium shall be evaluated by the Administrative Board prior to June 30, 2020 but not prior to March 31, 2020. If the Administrative Board determines that the Snohomish County Regional Training Consortium is not meeting the needs of the Agencies the Administrative Board may; terminate the Snohomish County Regional Training Consortium on terms reasonably established by the Administrative Board, or; recommend modifications to this Agreement to be approved by the Agencies in lieu of termination.

11.2. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.

12. TERMINATION/WITHDRAWAL. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination a minimum of two (2) years prior. Notices of Termination shall only be accepted during the month of December.

- 12.1. In the event an Agency terminates its participation under this section, but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Joint Resources.
- 12.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph, any Joint Resources shall be allocated amongst the Agencies in the manner specified in Section 8.
- 12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, Regional Fire Protection Authority, contractual agreement, or other Washington State statutory authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. ADDITIONAL AGENCIES. Additional Agencies may join the Snohomish County Regional Training Consortium when approved by a Full Administrative Board vote and upon approval and execution of this Interlocal Agreement.

- 13.1. The Administrative Board may authorize "Associate Agency" arrangements with municipal corporations for one (1) year trial participation in the Snohomish County Regional Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.
- 13.2. The Administrative Board may authorize "Program Participation" arrangements with municipal corporations for participation in specific and limited programs provided by or through the Snohomish County Regional Training Consortium. Such Program Participation agencies shall be required to agree to: tendering remuneration to the Training Consortium in accordance with the funding model or fee adopted by the Administrative Board and; the indemnification, insurance and personnel provisions of this Agreement. "Program Participation" shall encompass training, seminars, educational events, or other similar activities provided by the Snohomish County Regional Training Consortium covering prescribed; course works, activities, or subject matters, etc. (EXAMPLE: Fire Recruit Training Academy). Program Participation agencies shall have no interest in Joint Resources, shall not hold position or participation rights within the Administrative Board, and shall have no administrative or decision-making authority.

14. MISCELLANEOUS.

- 14.1. **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee stated in this Agreement or such other address as may be hereafter specified in writing.
- 14.2. **Benefits.** This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. **Amendments.** This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. Proposed Amendments must be made in writing and approved by a Super Majority vote of the Administrative Board. Such approved Amendments to this Agreement must be executed by each Agency prior to becoming effective and part of this Agreement. If an Agency's governing body does not execute an Amendment previously approved by a Super Majority vote of the Administrative Board within six (6) months from approval by the Administrative Board, then the Amendment is not adopted. Within 90 days of Amendment adoption failure, the Administrative Board may, with a Super Majority vote, adopt the Amendment as written, but such Amendment would not be binding on the Agency not executing the Amendment, however; the Administrative Board may by Super Majority vote require that Agency to submit a Notice of Termination under Section 12 above. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

15. Execution.

15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREFORE, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

Snohomish Co. FPD 7

City of Everett

Authorized Signature

Authorized Signature

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Agency Attorney

Agency Attorney

ATTEST:

ATTEST:

NOTICES:

NOTICES:

Marysville Fire

South County Fire

Authorized Signature

Authorized Signature

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Agency Attorney

Agency Attorney

ATTEST:

ATTEST:

NOTICES:

NOTICES:

16. EXHIBIT A

Funding and Resource Allocation Formula

The primary determinant of funding and resource allocation requirements shall be based upon the percentage of Agency 'Operational FTEs' (all Operational members up to and including Battalion Chiefs), of the combined total of all Agency FTE's.

Operational FTE counts shall be calculated in accordance with the following:

- Full Time Employees "FT" are calculated as 100% of Operational FTE.
- Part Time Employees "PT" are calculated as 70% of Operational FTE.
- Volunteer Employees "VE" are calculated as 70% of Operational FTE.
- Operational FTE Counts shall be as of August 1st of the year preceding the Budget Year.

The Annual Budget shall identify that portion which must be recompensed solely with monies. These identified funds cannot be reduced or eliminated through personnel or equipment allocations.

Once the financial, personnel, property, and equipment needs are identified and approved, the allocation of each shall be calculated based upon the Resource Allocation Formula.

Resource Allocation Formula:

[Agency Calculated Operational FTE / Total Calculated Operational FTE = Weighted FTE Percentage Allocation (WFP)].

Each Agency shall be responsible for their WFP portion of the Budgeted needs.

Balancing Formula

Required Monies (RM) + Assigned Personnel Adjustments (APA) + Equipment Adjustments (EA) = Funds Due or Owed

Assigned Personnel Adjustments

Training Officer Commit value adjustment for each agency shall be determined by applying the WFP to the total T.O. Required and subtracting that from the agency's actual T.O. value committed. Actual Value committed is the product between [rank costs] and [rank quantity committed]. = APA

Equipment Adjustments

Equipment Commit value adjustments for each agency shall be determined by applying the WFP to the total Equipment Commit provided and subtracting from that each Agency's actual Equipment Commit Value. = EA

Example Below

EXAMPLE:

Agency	FTE Equivalencies	WFP
Agency A	35	35%
Agency B	25	25%
Agency C	25	25%
Agency D	15	15%
TOTAL	100	100%

WFP Allocation shall be applied to each of the Budgeted categories.

Required: Monies = \$100,000; Training Officers = 5; Equipment = \$10,000

Agency	Required Monies = \$100,000	Required Personnel = 5	Equipment = \$10,000 Value
Agency A	\$35,000	1.75	\$3,500
Agency B	\$25,000	1.25	\$2,500
Agency C	\$25,000	1.25	\$2,500
Agency D	\$15,000	.75	\$1,500
TOTAL	\$100,000	5	\$10,000

“Balancing Formula” applied must provide the Required Monies; net \$100,000.

T.O.: Value – \$100,000 each, Quantity – 5

Agency	Personnel Supplied	Personnel Share	Supplied Cost	Share Cost	T.O. Adjustment
Agency A	2	1.75	\$200,000	\$175,000	-\$25,000
Agency B	1	1.25	\$100,000	\$125,000	\$25,000
Agency C	1	1.25	\$100,000	\$125,000	\$25,000
Agency D	1	.75	\$100,000	\$75,000	-\$25,000
TOTAL	5	5	\$500,000	\$500,000	0.00

(Simplified Training Officer Adjustment Formula; does not account for rank of each supplied T.O.)

Equipment Value - \$10,000 Required

Agency	Equipment Supplied	Equipment Share	Equipment Adjustment
Agency A	\$2,500	\$3,500	\$1,000
Agency B	0	\$2,500	\$2,500
Agency C	0	\$2,500	\$2,500
Agency D	\$7,500	\$1,500	-\$6,000
TOTAL	\$10,000	\$10,000	0.00

Applied Balancing

Agency	Fiscal Share	T.O. Adjustment	Equipment Adjustment	Adjustment
Agency A	\$35,000	-\$25,000	\$1,000	\$11,000
Agency B	\$25,000	\$25,000	\$2,500	\$52,500

Agency C	\$25,000	\$25,000	\$2,500	\$52,500
Agency D	\$15,000	-\$25,000	-\$6,000	-\$16,000
TOTAL	\$100,000	0.00	0.00	\$100,000

20. EXHIBIT B

Jointly Owned Resources

21. **Exhibit C**

Declaration of Training Consortium Chief as Limited Attorney in Fact

APPROVAL

By executing this Declaration, _____ (Agency) hereby expressly appoints the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers (but not including waivers for the indemnitee's gross negligence or willful conduct), indemnification agreements (but only to the extent that they are qualified by the phrase "to the extent permitted by law") or other usual and customary liability releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations. This Declaration may be revoked immediately upon submission of the Declaration below to the Lead Agency or modified at any time by the Agency named above through execution of a separate Declaration.

(Agency)

Title

Signature

Date

REJECTION

By executing this Declaration, _____ (Agency) hereby expressly REJECTS appointment of the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification agreements or other releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations. This Declaration may be modified at any time by the Agency named above through execution of a separate Declaration, as provided herein, accepting such appointment.

(Agency)

Title

Signature

Date



Interlocal Agreement with the City of Lake Stevens regarding water transmission line replacement at 91st Ave SE.

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Interlocal Agreement with City of Lake Stevens

Agenda dates requested:

Project: Water Transmission Line Replacement at 91st Avenue SE

January 29 2020

Partner/Supplier: City of Lake Stevens

Briefing

Location: 91st Avenue SE, south of 20th Street, Lake Stevens WA

Proposed action

Preceding action: None

Consent

Financial summary statement: Fund 336 – Water & Sewer System Improvement Fund

Action

Fund 336 – Water & Sewer System Improvement Fund \$700,000

Ordinance

Public hearing

Yes No

Project summary statement:

The City of Lake Stevens is facilitating extending roadway improvements at 91st Avenue SE in Lake Stevens for development of a new Costco store taking access from 20th Street SE. This proposed access road extension crosses three City of Everett 48" Water Transmission Lines.

Budget amendment:

Yes No

The City of Everett asserts property rights in the form of easements pertaining to the protection of our Water Transmission Line corridor and actively maintains the corridor. This critical infrastructure serves to transport drinking water from Everett's watershed and Water Filtration Plant to over 625,000 residents. The City of Everett requires a Transmission Line Right of Way Use Permit for any work within the corridor.

PowerPoint presentation:

Yes No

This interlocal agreement allows for the City of Lake Stevens to reconstruct approximately 125 LF of each of the three Water Transmission Lines in this corridor. This work is required to raise the Water Transmission Lines to a new profile so that they are not negatively impacted by the fill prism of the Lake Stevens 91st Ave SE roadway extension. Work must conform to our Transmission Line Right of Way Use Permit requirements. The City of Lake Stevens will pay for 100% of the cost of the roadway improvements. The City of Lake Stevens and the City of Everett have agreed to a proposed cost share for the Water Transmission Line pipe replacement based on the Present Value of the three transmission lines and the additional extended lifetime of the transmission lines as a result of the project. Construction in 2020 is anticipated.

Attachments:

Interlocal Agreement

Department(s) involved:

Public Works, Legal, Admin

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

Department head

Administration

Council President

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with the City of Lake Stevens regarding Water Transmission Line Replacement at 91st Avenue SE, in substantially the form provided.

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF EVERETT AND THE CITY OF LAKE STEVENS REGARDING
TRANSMISSION LINE REPLACEMENT AT 91ST AVE SE**

This Interlocal Agreement (this “*Agreement*”) is dated for reference purposes _____, 2019, and is between CITY OF EVERETT (“*Everett*”) and CITY OF LAKE STEVENS (“*Lake Stevens*”) (individually a “*Party*” and collectively the “*Parties*”), pursuant to Chapter 39.34 RCW and other applicable law.

RECITALS

A. Everett’s regional water system provides water to about 75% of Snohomish County, which is approximately 640,000 people, including Lake Stevens. Everett’s water transmission lines number two, three, and four run in a corridor through a portion of Lake Stevens. Each of the four pipelines is about four feet across and can each carry about 50 million gallons per day.

B. Lake Stevens intends to construct a road project improving 91st Ave. SE by extending this local collector roadway south to intersect with 24th Street SE. This project crosses the transmission line corridor. This project is generally described in the attached Exhibit A (the “*91st Ave Project*”). The estimated cost of the 91st Ave Project is \$8,000,000.00.

C. The Parties have agreed that Lake Stevens’ contractors will construct certain work related to the transmission lines. This work is schematically shown in the attached Exhibit B. As set forth in Section 1 of this Agreement, this transmission line work will be paid 43% by Lake Stevens, and 57% by Everett. The estimated total cost of this transmission line work is shown in the attached Exhibit C.

D. The Parties agree it is in the public’s best interest to extend the road and replace the transmission lines contemporaneously to save money and resources and to ensure the regional water supply is protected.

E. In addition, Everett will issue to Lake Stevens a Transmission Line Right of Way Use permit giving Everett’s permission for Lake Stevens’ 91st Ave Project across the transmission line corridor described in easements of record with Snohomish County. The permit sets forth certain terms and conditions relating to construction near the transmission lines and other matters related to the 91st Ave Project (the “*91st Ave Use Permit*”). The 91st Ave Use Permit is set forth in Exhibit D attached hereto. The 91st Ave Use Permit is conditioned on the full execution of this Agreement.

F. Subject to this Agreement and the 91st Ave Use Permit, Lake Stevens will be the lead agency responsible for design, permitting and construction for the 91st Ave Project and the Transmission Line Work.

NOW, THEREFORE, pursuant to RCW 39.34 and other applicable law, the above recitals are incorporated herein as if fully set forth below, and in consideration of the terms, covenants, conditions, and performances contained herein, and the attached Exhibit A, Exhibit B, Exhibit C, and Exhibit D, that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 91ST AVE PROJECT AND TRANSMISSION LINE WORK

A. Project.

1. Plans and Specifications.

(a) Design of the Transmission Line Work. As part of its design contract(s) for the 91st Ave Project, Lake Stevens will select a designer with input and approval from Everett and direct its designer to prepare plans and specifications for the transmission line work in the 91st Ave Project. Lake Stevens will direct the transmission line designer to consult and coordinate with Everett.

(b) Specifications for Transmission Line Work. In addition to other transmission line specifications prepared by the designer, the bid package will contain the following specifications, as provided by Everett, relating to the transmission line work:

- (i) Specifications designating Everett as lead in the coordination, oversight and inspection of transmission line work during construction.
- (ii) Specifications designating Everett to oversee all connection of finished transmission line segments to existing transmission lines. Because this connection process requires shutdown of entire transmission lines, this connection must occur at specific times and must be completed in a matter of hours. The specifications will include Everett oversight of when the connection work can occur, the duration of the connection work, the inspection of the connections, and oversight of the contractor. Because connection work must occur within a tight time-window measured in hours, the specifications will include liquidated damages provisions if the connection time-window is missed by the contractor.

2. Design Review. Everett and Lake Stevens will provide review and comment on the plans and specifications for the transmission line work in the 91st Ave Project on the following schedule:

Design Milestone	Milestone Deadline
Task A: 60% plans and specifications for transmission line work are available for comment	8 weeks after ILA
Task B: Comments due on 60% plans and specifications for transmission line work	2 weeks after 60% submittal (Task A)
Task C: 90% plans and specifications for transmission line work are available for comment	5 weeks after 60% submittal (Task B)
Task D: Comments on 90% plans and specifications for transmission line work	3 weeks after 90% submittal (Task C)
Task E: Everett provides to Lake Stevens approval of final transmission line plans and specifications for inclusion in Lake Stevens' 91st Ave Project bid package	10 weeks after 90% submittal (Task C)

All portions of the table above may be adjusted by written agreement between the Directors of Public Works of Everett and Lake Stevens or their designees. For this Agreement, the final plans and specifications for transmission line work approved by Everett are the "***Final Transmission Line Project Plans and Specifications***." For this Agreement, the term "***Transmission Line Work***" refers to all construction, materials, labor and other activities and items necessary to complete all work and improvements in accordance with the Final Transmission Line Project Plans and Specifications.

3. Everett Approval of Final Plans. Lake Stevens will provide the final project plans and specifications for the 91st Ave Project and the Transmission Line Work to Everett at least 30 days before the 91st Ave Project and Transmission Line Work are advertised for bid. Lake Stevens will not start construction unless Everett's Public Works Director or his designee has approved in writing such project plans and specifications. This approval will not be withheld so long as such plans and specifications include the Final Transmission Line Project Plans and Specifications and are in accordance with this Agreement and the 91st Ave Use Permit.

B. Permitting.

1. Lake Stevens will be the lead agency responsible for review and approval of permitting including but not limited to SEPA review, land disturbance and civil construction drawings in coordination with affected agencies and interested parties

2. Lake Stevens will apply for and obtain any necessary permits to allow for construction of the 91st Ave Project and the Transmission Line Work. Everett will fully cooperate with Lake Stevens in obtaining such permits.

C. Procurement.

1. Construction Contract Award (Single Contract). If Lake Stevens determines that the 91st Ave Project and Transmission Line Work will be awarded in a single contract, then Lake

Stevens will call for bids and execute a construction contract in accordance with the Lake Stevens' usual procurement processes and in accordance with the following:

(a) The 91st Ave Project bid package and contract will include the Final Transmission Line Project Plans and Specifications for the Transmission Line Work. The Transmission Line Work will be a separate bid schedule in the 91st Ave Project bid package. The bid package will inform bidders that the bid award will be determined based upon bidders' total bid amounts for the entire 91st Ave Project, including the Transmission Line Work.

(b) Everett may require inclusion of the supplemental responsibility criteria regarding contractor experience in transmission line or similar work for the Transmission Line Work. If so, Everett will provide the criteria for inclusion in the 91st Ave Project bid package. The criteria will allow a bidder to meet the criteria either through the experience of the bidder itself or by the experience of the bidder's designated transmission line subcontractor.

(c) The construction contract will contain a provision requiring Everett be added as an additional insured on the contractor's required liability insurance policies.

(d) The construction contract will contain a clause acceptable to Everett that assigns all contractor's and manufacturer's warranties related to the Transmission Line Work to Everett.

2. Construction Contract Award (Two Contracts). If Lake Stevens determines that the 91st Ave Project and Transmission Line Work will be awarded as two separate contracts, then Lake Stevens will call for bids and execute construction contracts in accordance with the Lake Stevens' usual procurement processes and in accordance with Sections 1.C.1(b)-(d) above.

3. No Obligation to Award. Lake Stevens may reject all bids or otherwise determine to not proceed with a construction contract for the 91st Ave Project at Lake Stevens' sole discretion. However, if Lake Stevens awards the 91st Ave Project, it must also award the Transmission Line Work in accordance with this Agreement.

D. Construction

1. Lake Stevens shall complete the 91st Ave Project and all Transmission Line Work, in accordance with the Final Transmission Line Project Plans and Specifications and in accordance with the 91st Ave Use Permit. Lake Stevens will designate Everett as lead in the coordination, oversight and inspection of Transmission Line Work. Lake Stevens will substantially complete the Transmission Line Work no later than the date of substantial completion of the 91st Ave Project.

2. Everett will be invited to attend all construction meetings that involve the Transmission Line Work. Everett will manage all connections to the transmission lines and the operational coordination, including when the work can occur, the duration of the work, the inspection of the connections, and oversight of the contractor.

3. Lake Stevens shall not execute change orders for the Transmission Line Work without Everett's prior written approval, which Everett will not unreasonably withhold, delay or condition.

4. Lake Stevens may execute portions of the 91st Ave Project and Transmission Line Work in phases.

E. Completion of Transmission Line Work.

1. Everett may use the Transmission Line Work prior to final inspection and final acceptance as necessary for water operations, expected immediately after connections are made and approved by Everett for use.

2. Upon completion of the Transmission Line Work, Lake Stevens will notify Everett that the Transmission Line Work is ready for final inspection. Everett shall promptly perform a final inspection and provide punch-list items, if any, to Lake Stevens.

3. Upon the completion of such punch-list items and the release of any contractor or similar liens or claims against the Transmission Line Work and the approval by Everett of such completion and release, which approval will not be unreasonably withheld, then: (i) Lake Stevens will accept the Transmission Line Work from the contractor, (ii) the Transmission Line Work is the property of Everett, and (c) Everett has responsibility for the maintenance and operation of the Transmission Line Work.

4. Everett and Lake Stevens will cooperate to execute any documents (such as bills of sale) necessary to document Everett's ownership of the Transmission Line Work. Lake Stevens will transfer to Everett within 30 days after the completion of the Transmission Line Work (i) record drawings (as-built) of the Transmission Line Work and (ii) any contractor or manufacturer's warranties for the Transmission Line Work.

5. After acceptance by Lake Stevens of the Transmission Line Work in accordance with this Agreement, Everett has the exclusive right to determine whether to assert claims against the Transmission Line Work contractor or subcontractors or others with respect to the Transmission Line Work (such as, for example, enforcement of contractor warranties). Everett will bear all its own costs related to such claims. Lake Stevens will cooperate with Everett regarding such claims.

F. Cost Share.

1. Lake Stevens will be responsible for 100% of cost of 91st Ave Project.

2. Everett will reimburse Lake Stevens 57% of all design and construction costs paid by Lake Stevens for Transmission Line Work. This includes 57% of all costs arising from or relating to any claims asserted by construction contractors relating to the Transmission Line Work. In the event of such a claim, the Parties will meet and confer, and Lake Stevens will not settle such a claim without the prior approval of Everett, which will not be unreasonably withheld, delayed or conditioned. Each Party will bear the costs of their own staff.

3. The 57% cost share is based on calculations shown for reference in Exhibit C. However, the 57% share is fixed and not subject to adjustment, regardless of errors than may exist in Exhibit C.

G. Payment.

1. Lake Stevens will invoice Everett for Everett's 57% share of the Transmission Line Work. The Parties anticipate that Lake Stevens will invoice Everett as Lake Stevens makes payments to Transmission Line Work designers and contractors. An invoice will document in reasonable detail the amounts expended by Lake Stevens for Transmission Line Work.

2. Everett agrees to pay each invoice for its 57% of the Transmission Line Work within sixty (60) calendar days from the day it receives an invoice from Lake Stevens. Upon completion and acceptance of the Transmission Line Work and resolution of contractor claims (if any), the Parties will true-up the payments, so that Everett has paid its 57% share of all design and construction costs paid by Lake Stevens for the Transmission Line Work.

H. Right of Entry.

Everett grants Lake Stevens and its authorized agents, contractors, subcontractors, and employees, a right of entry upon the Water Corridor for purposes of the 91st Ave Project and the Transmission Line Work.

SECTION 2: GENERAL PROVISIONS

A. Administration. Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement for the purposes of compliance with RCW 39.34.030. The parties' initial Administrators shall be the following individuals:

City of Lake Stevens	City of Everett
Eric Durpos Public Works Director City of Lake Stevens 1812 Main Street Lake Stevens, WA 98258 (425) 622-9441 edurpos@lakestevenswa.gov	Ryan Sass Public Works Director City of Everett 3200 Cedar St. Everett, WA 98201 425.257-8942 rsass@everettwa.gov

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

B. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

C. Term of Agreement. Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed.

D. Duration/Expiration. This Agreement expires upon completion of the true-ups set forth in Section 1.G above.

E. Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of Everett and by an authorized representative of Lake Stevens.

F. Termination:

1 This Agreement may be terminated if both Parties agree, in writing, to terminate the Agreement. This termination must be signed by the Mayor of Everett and by an authorized representative of Lake Stevens.

2. This Agreement shall be terminated upon (ii) completion and final inspection and acceptance of the Transmission Line Work by the Parties as set forth in Section 1.E above, and (c) completion of the true-ups set forth in Section 1.G above.

3 The termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

G. Indemnification and Waiver. Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's negligence or breach of obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the Parties and their employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

H. Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties agree to negotiate to resolve any issues. Should such negotiations fail to produce a satisfactory resolution the Parties shall proceed to mediation, using a mutually agreeable mediator. Each Party shall be responsible for its own costs and fees and agree to share equally in the cost of the mediator.

I. Venue. In the event that either Party deems it necessary to institute legal action or

proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought exclusively before the Snohomish County Superior Court.

J. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

K. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

L. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (i) personal delivery to the address stated below; (ii) first class postage prepaid U.S. Mail to the address stated in Section 2.A above; or (iii) nationally recognized courier to the address stated below, with all fees prepaid.

M. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

M. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

N. Complete Agreement. Except for the 91st Ave Use Permit, this Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

O. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

P. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

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

R. City of Everett Rights in the Water Corridor. This Agreement is solely for the 91st Ave Project. Everett reserves all its rights relating to its transmission line corridor, including without limitation those rights pursuant to easements granted to Everett and rights pursuant to the State Environmental Policy Act and any other applicable law.

Dated as of the reference date set forth above:

CITY OF EVERETT

By: _____
Cassie Franklin, Mayor

Date: _____

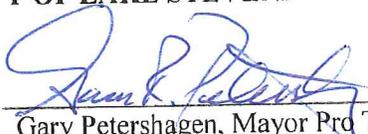
APPROVED AS TO FORM:

City Attorney
Date: _____

ATTEST:

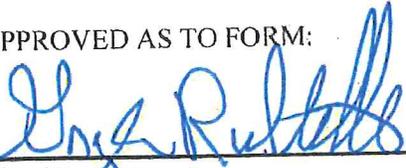
City Clerk
Date: _____

CITY OF LAKE STEVENS

By: 
Gary Petershagen, Mayor Pro Tem

Date: 12-30-19

APPROVED AS TO FORM:



City Attorney
Date: 12/27/19

ATTEST:



City Clerk
Date: 12/30/2019

EXHIBIT A

91ST AVE PROJECT

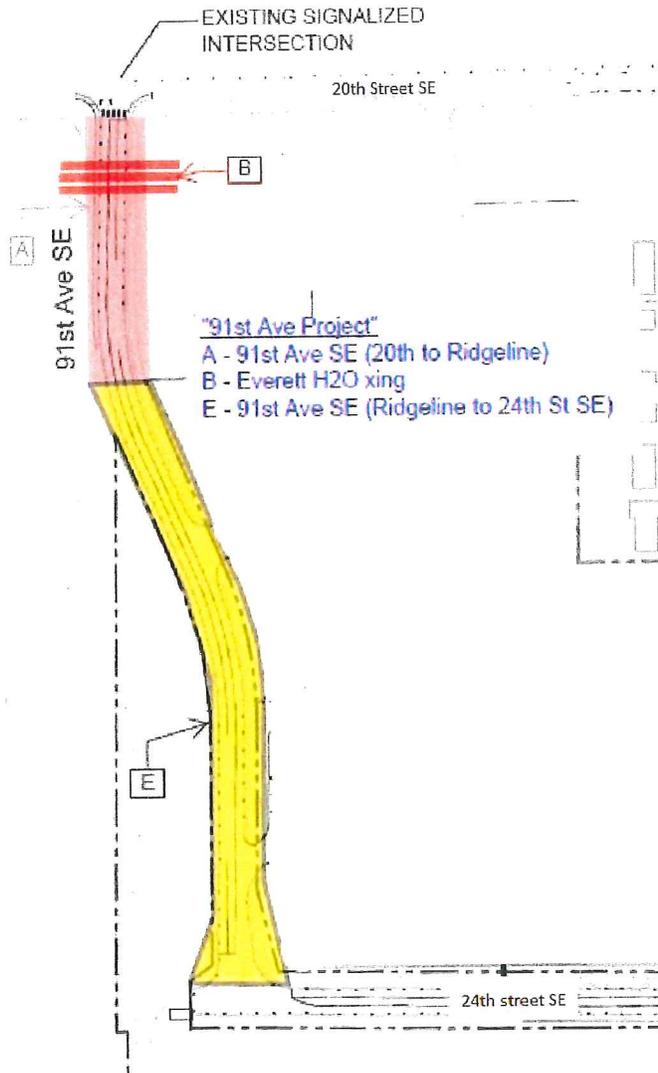
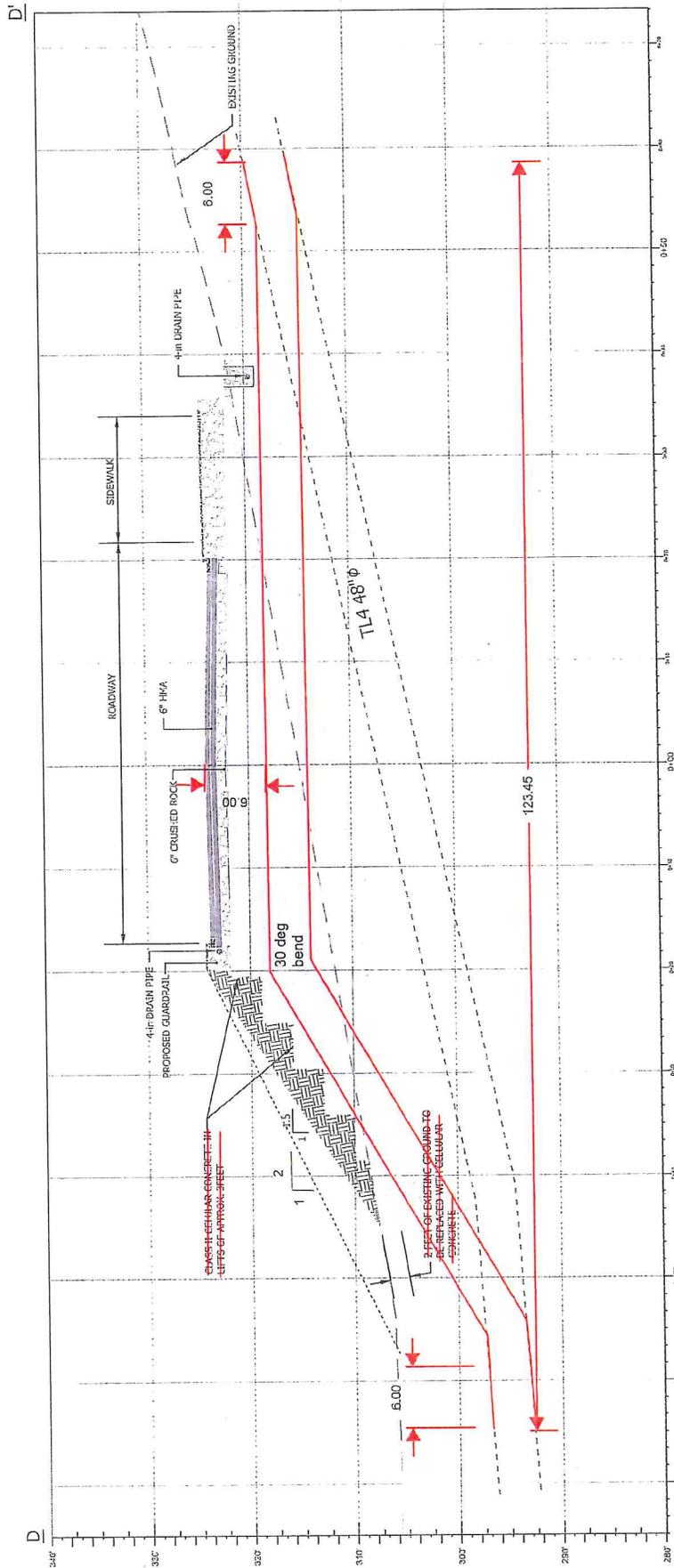


EXHIBIT B



* NOTE: LAKE STEVENS UTILITIES CROSSINGS WILL BE LOCATED BELOW TRANSMISSION LINE. MINIMUM SEPARATION SHALL BE 18".

- GENERAL NOTES.
1. PROPOSED CONCEPTUAL CROSS-SECTION (ACTUAL GEOMETRY MAY VARY BASED ON CONTRACTOR MEANS AND METHODS).
 2. LOCATIONS AND DEPTHS OF PIPELINES ARE INFERRED FROM POT-HOLING INFORMATION.
 3. 4-INCH DIAMETER, SCHEDULE 40, PERFORATED, PLASTIC DRAIN, THE SUB-DRAIN PIPE DISCHARGE SHOULD BE TIGHT LINED TO A SUITABLE OUTFLET TO THE SOUTH.

SCALE 10V:10H

	HWA GEOSCIENCES INC.	24TH STREET SE AND 91ST AVENUE SE EXTENSION PROJECT 91ST AVENUE CROSSING LAKE STEVENS, WASHINGTON	SECTION D-D' CONCEPTUAL CELLULAR CONCRETE FILL DETAIL	DRAWN BY: ES CHECK BY: ES DATE: 04.02.2018	FIGURE NO. 4C PROJECT NO. 2017-039-21 TASK 100-1400
			BASE MAP PROVIDED BY: LOTMIER S2017 PROJECT 18017-039-21 24TH STREET FINAL DESIGN/CD/HWA 2017-09-21 TASK 100-1400.DWG (Station D-D' - Refer: 481010 105-74)		

EXHIBIT C

Cost Sharing - Replacement and Relocation of Everett Transmission Lines Due to Extension of 91st Ave SE by Lake Stevens				
--	--	--	--	--

	TL2	TL3	TL4	Total
<i>Background Data:</i>				
Capital Cost Estimate (2020 dollars)	\$ 302,000	\$ 302,000	\$ 302,000	\$ 906,000
Pipe Material	Concrete	Steel	Concrete	
Date of Original Construction	1993	1936	1960	
Age in 2020 (Yrs)	27	84	60	
<i>Tentative agreement: share cost based on remaining life of transmission lines (TLs).</i>				
Everett Analysis of Cost Share:				
Assumed Total Useful Life (Yrs)	100	100	100	
Remaining Useful Life (Yrs)	73	16	40	
Everett Cost Share:				
Present Value of Construction	\$ 302,000	\$ 302,000	\$ 302,000	\$ 906,000
Remaining Useful Life	73	16	40	
Present Value - Everett Cost Share	\$ 81,540	\$ 253,680	\$ 181,200	\$ 516,420
Everett % of Total	27%	84%	60%	57%
Present Value - Lake Stevens Cost Share	\$ 220,460	\$ 48,320	\$ 120,800	\$ 389,580
Lake Stevens % of Total	73%	16%	40%	43%
Reconciliation	\$ 302,000	\$ 302,000	\$ 302,000	\$ 906,000

Lochner / Murraysmith Design Contract, Supplement 3

- All Tasks of the Supplement 3 Murraysmith (transmission line subconsultant) scope of work fees (since they pertain directly to the Transmission Line portion of the work) are eligible for cost share per the percentages indicated above.
- Task 2 (Tasks 2.1 through 2.3) of the Lochner Supplement 3 Scope of Work fees (pertain to the Transmission Line relocation design) are eligible for cost share per the percentages indicated above.
- Task 3 and Task 4 of the Lochner Supplement 3 Scope of Work fees (pertain to roadway design) are NOT eligible for cost share.
- Task 1 and Task 5 of the Lochner Supplement 3 Scope of Work fees pertain to both transmission line and roadway work. 10% of the total of the Task 1 and Task 5 fees pertain to transmission line work and are eligible for cost share.
Example: Everett cost share = 0.10 * 0.57 * Task 1 and Task 5 Lochner fees



CITY OF EVERETT
Public Works

3200 Cedar Street, Everett, WA 98201

Exhibit D

TRANSMISSION LINE ROW USE PERMIT

11 December 2019

City of Lake Stevens Public Works
Attn: Grace Kane
1812 Main Street, Lake Stevens, WA 98258

Re: Permit 2019-04 for Lake Stevens' crossing at 91st and 20th St SE

Dear Ms. Kane:

The City of Everett Public Works Department has reviewed your right-of-way use application for the Lake Stevens crossing at 91st Ave SE and 20th St SE. The work will be allowed under the following conditions:

Conditions of Easement Use

1. This permit is being issued with the understanding that the final plan set has not been approved at this time. Prior to the start of any work the scope of work and plans must be approved by the City of Everett. An approved plan set must be onsite during all work relating to this project. Further conditions for this project are outlined in the project specific Interlocal Agreement between the City of Lake Stevens and the City of Everett.
2. Notify City of Everett Water personnel at least three (3) working days prior to the beginning of work. Contact Jim Spooner (425) 257-8827 or Scott Nielsen at (425) 238- 4421.
3. No work may be performed prior to submission of all required submittals and their acceptance by the City. Submit a written description of the work to be performed along with a plan view and scope of work description. Jim Spooner will coordinate with you regarding submittal needs.
4. The City of Everett requires that the Applicant provide a copy of the permit to any contractor(s) performing the work within the City's property/easement and ensure that the contractor complies with the permit.
5. These conditions of use must be acknowledged and accepted by the Applicant and Contractor prior to the beginning of work on City property or easement.

6. The Applicant is responsible for obtaining and compliance with all state, county and federal permits and environmental regulations: any omissions, penalty, or fines for non-compliance are solely the responsibility of the Applicant.
7. The Applicant has full responsibility for compliance with all safety rules and regulations. The presence of the City representative in no way implies City liability for the activities of the Applicant and Contractor while working on City property or easement.
8. The Applicant and Contractor will defend, indemnify, save and hold the City of Everett harmless for any claim, lawsuit, action, or judgment arising from, or relating to, its work on city property or easement.
9. Any party doing work within the City's property/easement shall maintain commercial general liability insurance coverage during the term of this permit with one million dollars (\$1,000,000) combined single limits, and no less than two million dollars (\$2,000,000) in the annual aggregate, which insurance shall be primary and non-contributing. Applicant shall ensure the City is endorsed as an additional insured on the policy. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. They shall not be construed to limit the liability of Applicant, Contractor or any insurer for any claim that is required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability, whether those limits are primary, excess, contingent or otherwise. Applicant shall provide the City evidence of coverage and endorsement prior to commencement of any work.
10. All activities and work on the City property/easement must conform to the current City of Everett Transmission Line Standards to include all utility crossings (attached w/permit).
11. The City's Representative must be notified (3 working days prior to) of all entrances onto city property or easement. No entrance shall be made without prior notice. A City representative shall be onsite during all work, unless otherwise approved by the City's Representative. The City's Representative is authorized to stop work at any time if in their sole discretion they feel that the pipeline(s) are at risk.
12. Construction vehicles or equipment may use a portion of the City easement as designated by the City's Representative but must not stage or park on top of the pipelines or within 10 feet of any pipeline. City crews must have access to the easement at all times.
13. In case of a maintenance need or emergency involving City facilities, or for any other need as determined by the City, the City use and needs will supersede any and all conditions of this Right of Way Use Permit. This may include suspension of Applicant and Contractor activities on the City property or easement and return of the full use of the property or easement to the City of Everett. Loss of service or costs incurred by the Applicant and Contractor as a result of City maintenance, emergencies, or need are the risk of the use of this site and will be borne by the Applicant.

14. For repairs or emergency access to the pipelines and easement the City at any time will occupy the easement (without prior notice) and the Applicant and Contractor use of the easement will be suspended until City work is completed.
15. Following any repairs and emergency access to the pipeline by the City, the City will restore the area to the condition that existed prior to the city's work. The Applicant's facilities are installed at the Applicant's risk - should the Applicant's facilities be impacted by City work or by a third party the Applicant will be responsible for replacement of the Applicant's facilities at the Applicant's sole cost.
16. The Applicant, his contractors and sub-contractors accept full responsibility and agree to pay for any damage to City facilities, loss of service, and loss of revenue resulting from their work upon the property or easement.
17. The Applicant agrees to restore the lands within and adjacent to the City property and/or easement to the conditions that existed prior to the Applicant's and Contractor's work to the satisfaction of the City's representative at the Applicant's sole expense. If the Applicant does not take immediate actions, City forces may remedy the impacts and the Applicant agrees to reimburse the City for all such costs.
18. The Applicant agrees to maintain all installations and facilities at all times. Any damage to the City easement resulting from Applicant's facilities will either be remedied by the Applicant or by the City at the Applicant expense. Water service lines from the customer's side of the meter are considered to be owned by the customer. Should the Applicant or Contractor cause these lines to fail or cause damage to the City easement, the Applicant shall be solely responsible for the repair or correction for any and all damages.
19. Lack of compliance with any condition of this permit will result in a suspension of right-of-way use and/or the cancellation of this permit.
20. In matters pertaining to protection of City facilities the City shall have the final word.
21. The Applicant and Contractor will carry out their work in such a way as to minimize to the extent possible any impacts to the City's property and/or easement and will restore the work area to include at minimum the following:
 - A. All woody debris will be cut up or chipped or removed, at the expense of the Applicant so as not to leave piles or obstructions within City's property or right-of-way easement.
 - B. All bare dirt will be covered with straw and reseeded within 24 hours of the completion of work.
 - C. Drainage courses shall not be altered or adversely impacted.
 - D. Parking, staging, or any use of the City's right-of-way easement or property will be supported by a gravel fill and compacted suitable to not to cause damage or rutting. Site must be left in better condition than prior to use as determined by City's Representative.



22. The Applicant, his contractor and sub-contractors accept full responsibility and agree to pay for any damage to City facilities or property or damage to the property of others who may be adversely impacted by this work.

Permit Issued By:



Grant Moen, PE
Maintenance Superintendent
City of Everett Public Works

Acknowledged and Accepted by:



Sign and Print Name
Owner/Applicant

Dated: 12/20/19

Sign and Print Name
Contractor

Dated: _____

CC: Jim Spooner
Souheil Nasr





Project title: Amendment No.1 to the Professional Services Agreement with Botesch, Nash & Hall, Architects to provide additional architectural and engineering services for the Fire Administration Building Tenant Improvements Project in the form substantially provided.

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Professional Services Agreement – Amendment No.1

Agenda dates requested:

January 29, 2020

Project: Fire Administration Building Tenant Improvements Project

Partner/Supplier: Botesch, Nash & Hall, Architects, P.S.

Location: 2801 Oakes Ave

Briefing

Proposed action

Consent **X**

Action

Ordinance

Public hearing

Yes **X** No

Preceding action: PSA Approved February 27, 2019

Fund: Fund 342, Program 528 (CIP-1)

Budget amendment:

Yes **X** No

PowerPoint presentation:

Yes **X** No

Fiscal summary statement:

Amendment No. 1 will amend the total compensation of the Professional Service Agreement with Botesch, Nash & Hall Architects, P.S.

- The source of funds is Fund 342, Program 528 (CIP-1) – Fire Administration Building.
- A breakdown of the Professional Services Agreement is as follows:
 - Original Amount \$ 92,020.00
 - Amendment No.1 \$ 5,000.00
 - Total Revised Amount \$ 97,020.00
- Fund 342, Program 528 (CIP-1) – Fire Administration Building has available funds to cover the total revised amount of the Professional Services Agreement.

Attachments:

Amendment No.1 PSA

Project summary statement:

Amendment No.1 will amend the scope of work and time of completion of the architectural and engineering services of the Professional Services Agreement with Botesch, Nash & Hall, Architects, P.S. The additional scope of work and time of completion includes, but is not limited to the following:

- Permit review update changes.
- Additional electrical and mechanical engineering revisions to the bid documents.
- Additional architectural design.
- Additional construction administration.
- The time of completion is extended to August 31, 2021.

Department(s) involved:

Facilities

Contact person:

Ruben Sanchez

Phone number:

425-257-6293

Email:

rsanchez@everettwa.gov

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No.1 to the Professional Services Agreement with Botesch, Nash & Hall, Architects, P.S. to provide additional architectural and engineering services for the Fire Administration Building Tenant Improvements Project in the form substantially provided.

Initialed by:

Department head

Administration

Council President

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.**

This Amendment No.1 is dated for reference purposes _____ 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Botesch, Nash & Hall, Architects, P.S. (“Service Provider”).

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated 27th day of Feb. 2019, (the “Agreement”).

B. The City and the Service Provider desire to amend the Agreement for the purpose of provide Design services for the Fire Administration Building Tenant Improvements Project.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of completion are as follows:

Time of beginning and completion of performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by August 31, 2021.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$97,020.00.
3. The Work is modified to add the Work shown on Exhibit A and Amendment No. 1 to this Amendment.

Additional architectural and engineering services include:

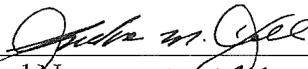
- a. Permit review update changes.
 - b. Additional construction administration.
 - c. Additional electrical engineering.
 - d. Additional mechanical engineering.
 - e. Additional architectural design.
4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since 27th day of February 2019.
 5. At the sole discretion of the City, the City may consent to the Service Provider’s signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.

6. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

Botesch, Nash & Hall, P.S.

By: _____
Cassie Franklin, Mayor

Signature: 
Typed/Printed Name: ANDREW M. HALL
Title: PRESIDENT

Date

1-9-2020

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

City Attorney
Date: _____

Project title: Professional Services Agreement Amendment for the Smith Island Habitat Restoration Project**Council Bill #****Consideration:** Professional Services Agreement**Agenda dates requested:**

1/29/20

Project: On-Call Stormwater Plan Review Support

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No **Partner/Supplier :** ICF Jones and Stokes**Location:** Service Center**Preceding action:** Amendment #3, February 15, 2017**Fund:** 401**Budget amendment:**Yes No **Fiscal summary statement:**

The existing contract is funded out of the Public Works Fund 401. The proposed amendment is a no-cost time extension and will not change the contract maximum budget. The max compensation allowable under the existing contract is \$378,131.

PowerPoint presentation:Yes No **Attachments:**

Professional Services
Agreement Amendment

Project summary statement:

The proposed amendment will extend the existing contract for one year, to June 30, 2020. This will allow completion of all remaining approved contract scope items.

Department(s) involved:

Public Works

Contact person:

Erik Emerson

Phone number:

(425) 257-8995

Email:

eemerson@everettwa.gov

The original contract is a Professional Services Agreement with ICF Jones & Stokes for the design of, permitting for, and construction support during the Smith Island Estuary Restoration project. The remaining tasks are post construction documentation and permit closeout.

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement amendment with ICF Jones and Stokes, Inc. for a one year, no cost, time extension for the Smith Island Habitat Restoration Project.

**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND ICF JONES AND STOKES**

This Amendment No. 4 is dated for reference purposes January 7, 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and ICF Jones and Stokes ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated January 13, 2015 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the contract end date.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

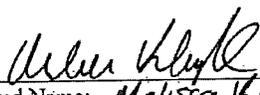
Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by June 30, 2020.

2. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since January 13, 2015
3. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.
4. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

ICF Jones and Stokes

By: _____
Cassie Franklin, Mayor

Signature: 
Typed/Printed Name: Melissa Klungbe
Title: SC Conservation Planner

Date

1/8/2020

Date

ATTEST:

Sharon Fuller, City Clerk

Date: _____

STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY



An Amendment Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)

Project title:

City Council Agenda Item Cover Sheet

Council Bill # interoffice use

CB1912-70

Agenda dates requested:

01/08, 01/15, 01/22

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Ordinance

Department(s) involved:

Planning

Contact person:

David Stalheim

Phone number:

425-257-8731

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Ordinance

Partner/Supplier :

Location: Metro Everett

Preceding action: Ord. 3613-18 and Ord. 3615-18 passed on August 29, 2018

Fund: n/a

Fiscal summary statement:

None

Project summary statement:

This is an application to amend the Metro Everett Subarea Plan Height Limits (Figure 26) and the Maximum Building Heights in Chapter 20 of the Zoning Code (Map 20-5) from four (4) floors to six (6) to eight (8) floors on the 2200 block of Everett Ave between McDougall Ave and Rainier Ave. The additional two floors (7-8) are available only through compliance with the city height incentive requirements of Chapter 20 of the Zoning Code.

Recommendation (exact action requested of Council):

Adopt the Proposed Ordinance Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)



ORDINANCE NO. _____

An Amendment Changing Maximum Building Heights in the Metro Everett Subarea Plan, Amending Section 1 of Ordinance 3613-18 and Amending Maximum Building Heights in Metro Everett in the Zoning Code, Amending Ordinance No. 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (EMC 19.20.420.A)

WHEREAS,

- A.** Dennis Wagner and Kenneth Dayton are the owners of property on the north side of the 2200 block of Everett Avenue between McDougall Ave and Rainier Ave.
- B.** Dennis Wagner and Kenneth Dayton submitted an application to amend the Metro Everett Subarea Plan Height Limits (Figure 26) from four (4) floors to six (6) to eight (8) floors for their property, along with property on the south side of the 2200 block of Everett Ave.
- C.** Dennis Wagner and Kenneth Dayton submitted a concurrent application to amend the Maximum Building Heights in Metro Everett in Chapter 20 of the Zoning Code (Map 20-5), along with property on the south side of the 2200 block of Everett Ave.
- D.** The Planning Commission reviewed the proposed amendments, received public input at a duly advertised public hearing and found that:
 - a.** A Determination of Nonsignificance (DNS) under the State Environmental Policy Act was issued on September 17, 2019 regarding the proposed action.
 - b.** Notice of the application, SEPA determination and public hearing were provided as required by city ordinance and state law.
 - c.** Amendment of the Comprehensive Plan must consider the factors outlined in Chapter 1, Introduction, Section VII.I of the Everett Comprehensive Plan.
 - d.** Amendment of the Zoning Code for must meet the criteria outlined in EMC 19.41.170.C.
 - e.** The Metro Everett Subarea Plan designates this property Urban Mixed on the Land Use Map, and the north side of Everett Avenue in this block is designated as a Transit-Oriented Development (TOD) Street. The Urban Mixed designation is an area where the greatest heights and redevelopment will occur” (LU-1) and the TOD street is where “taller buildings and high floor-to-area (FAR) ratio[s]” should be required (LU-23).

f. The Urban Design Chapter of the Metro Everett Subarea Plan says “[b]uildings should be designed so that shadows on public spaces, such as parks and plazas, are minimized..[and] height and design standards...minimize the casting of shadows on adjacent residential properties, particularly single-family neighborhoods that border Metro Everett on the north.” (UD-2) The property to the north of this proposal is owned by the Everett School District and is used as an off-street parking area and tennis court, with North Middle School further to the north. A shading analysis indicates that the additional heights would not impact North Middle School, but some minor impacts to residential homes to the northeast might occur with the evening sun.

E. The Planning Commission based on their findings concluded that:

- a. The limitation in heights to four (4) floors along a Transit-Oriented Street was inconsistent with policies to require taller buildings along such streets.
- b. The additional heights allowed by this amendment will not create shadows on public spaces, such as parks and plazas, and the impact to single family homes to the east is minimized.
- c. The proposal promotes the best long-term interests of Everett by promoting development along our transit-oriented streets.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance 3613-18, Figure 26 of the Land Use Chapter in the Metro Everett Subarea Plan, is amended as set forth in Exhibit A.

Section 2. Ordinance 1671-89, as amended by Section 1 of Ordinance No. 3615-18 (codified at EMC 19.20.420(A)) is amended as set forth in Exhibit B.

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 internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. 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.

Exhibit A

Amend Figure 26 in Chapter 4, Land Use of the Metro Everett Subarea Plan as set forth below.

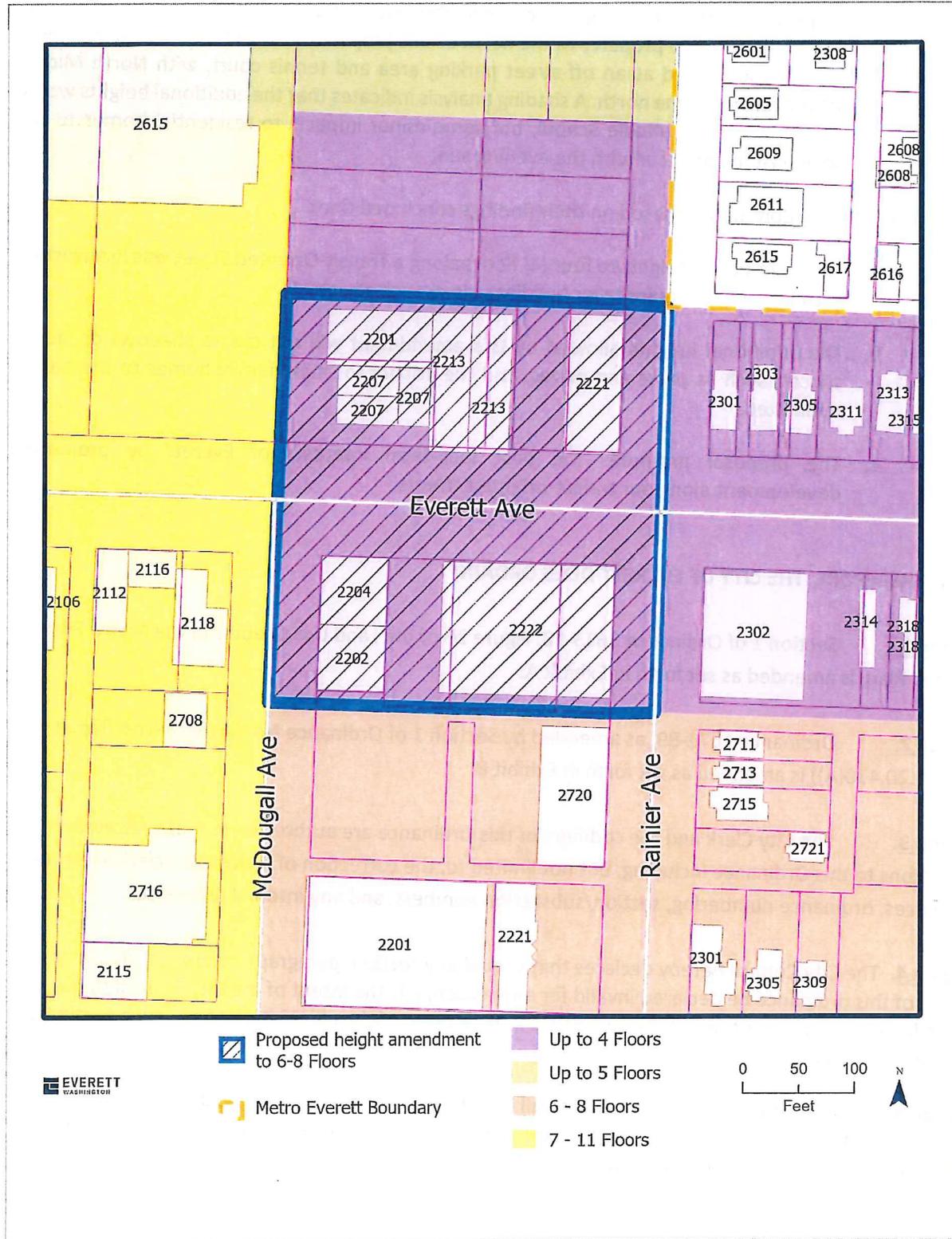
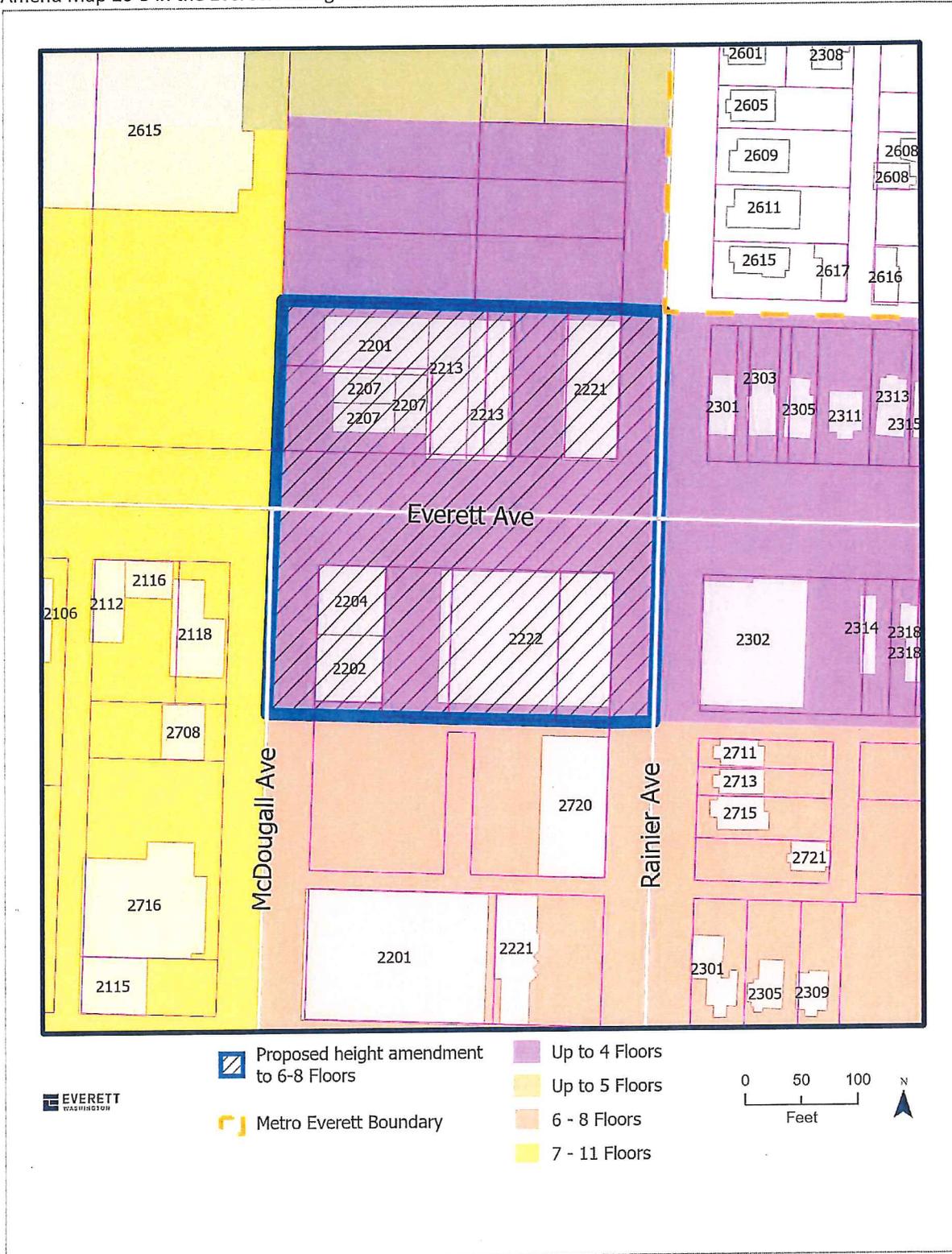


Exhibit B

Amend Map 20-5 in the Everett Zoning Code as set forth below.



Metro Everett Height Map Amendment Dennis Wagner – Kenneth Dayton

David Stalheim, Long Range Planning Manager
City Council Meeting, January 8, 2020

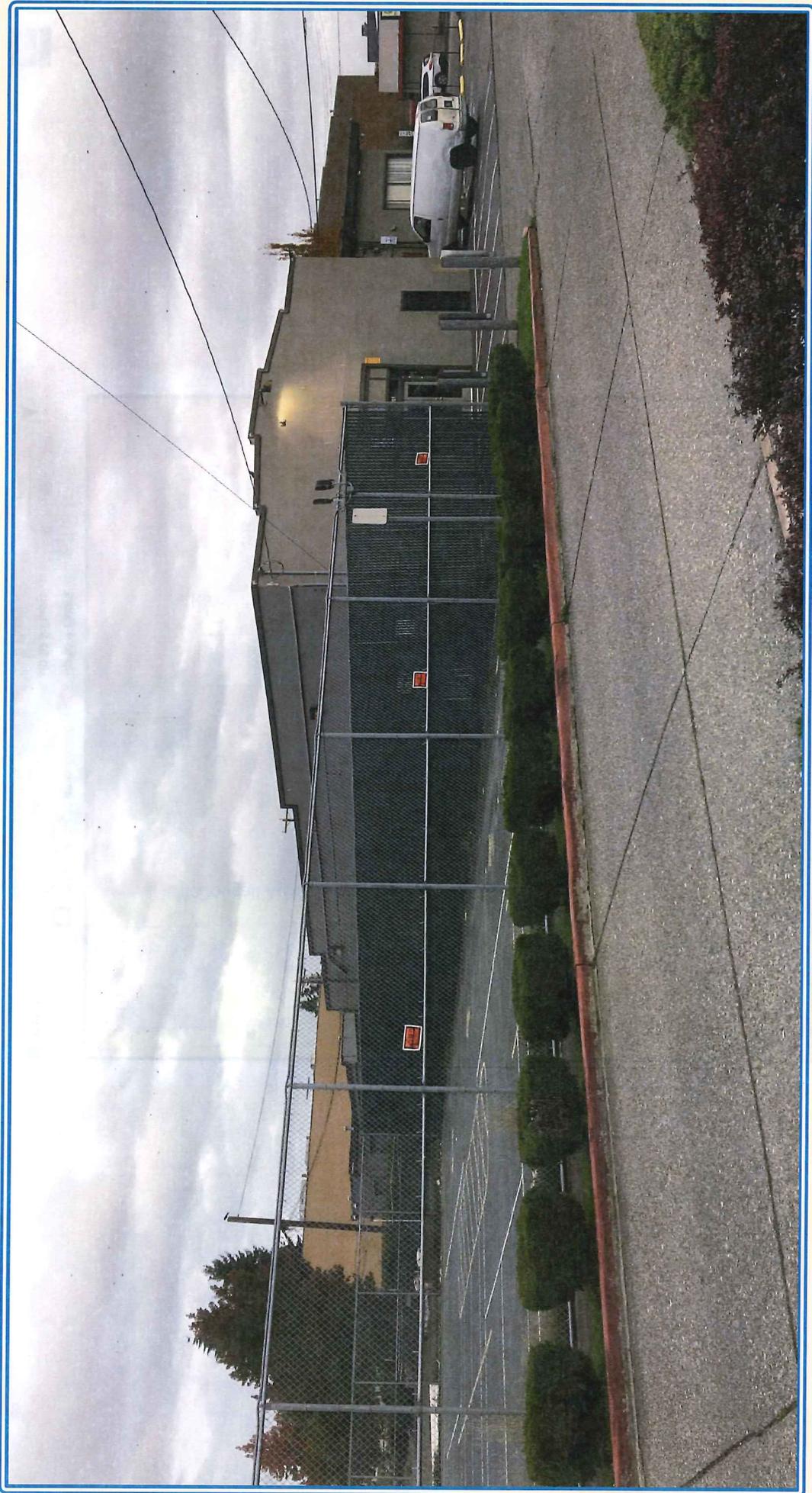


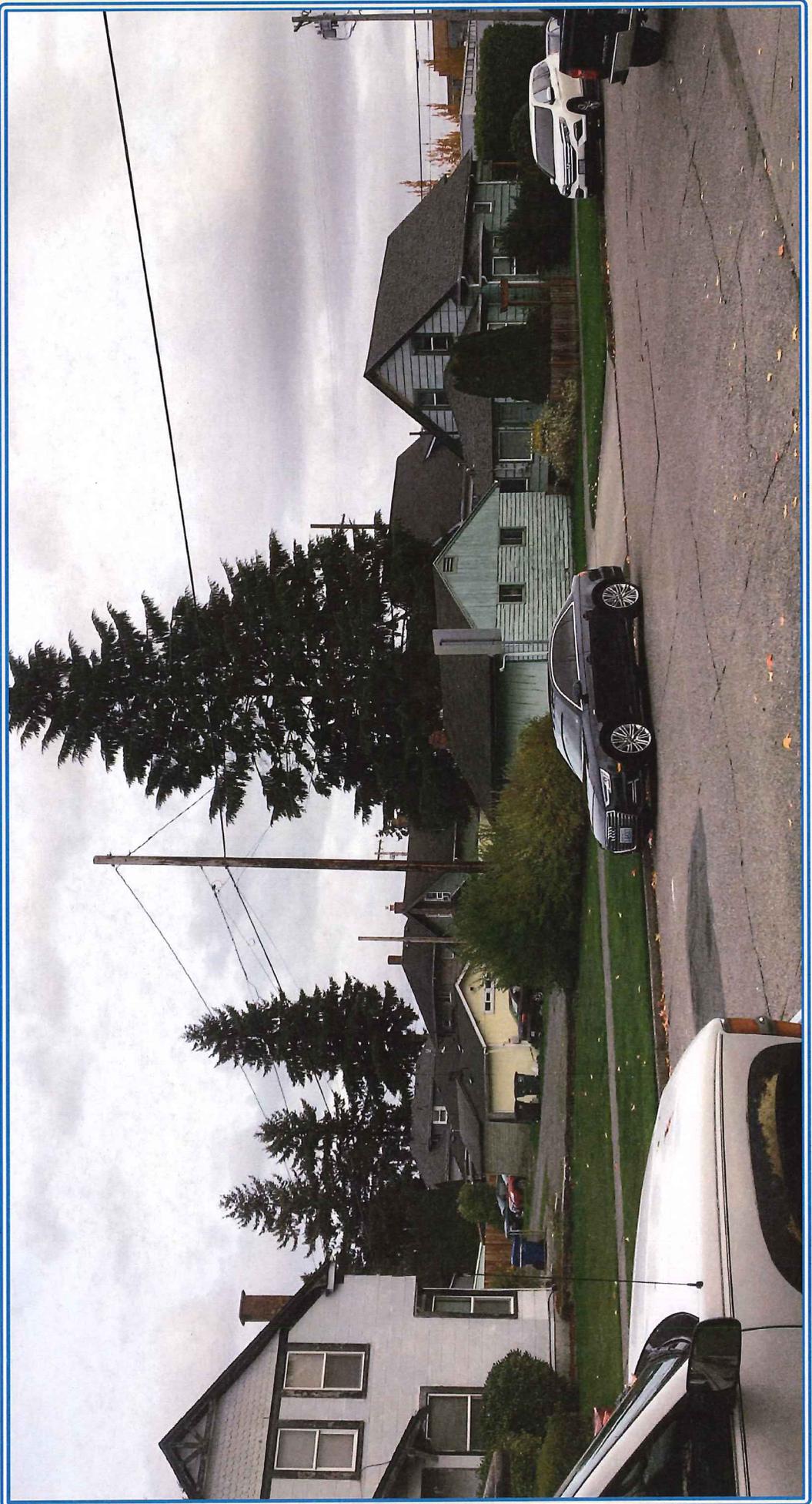
EVERETT
WASHINGTON

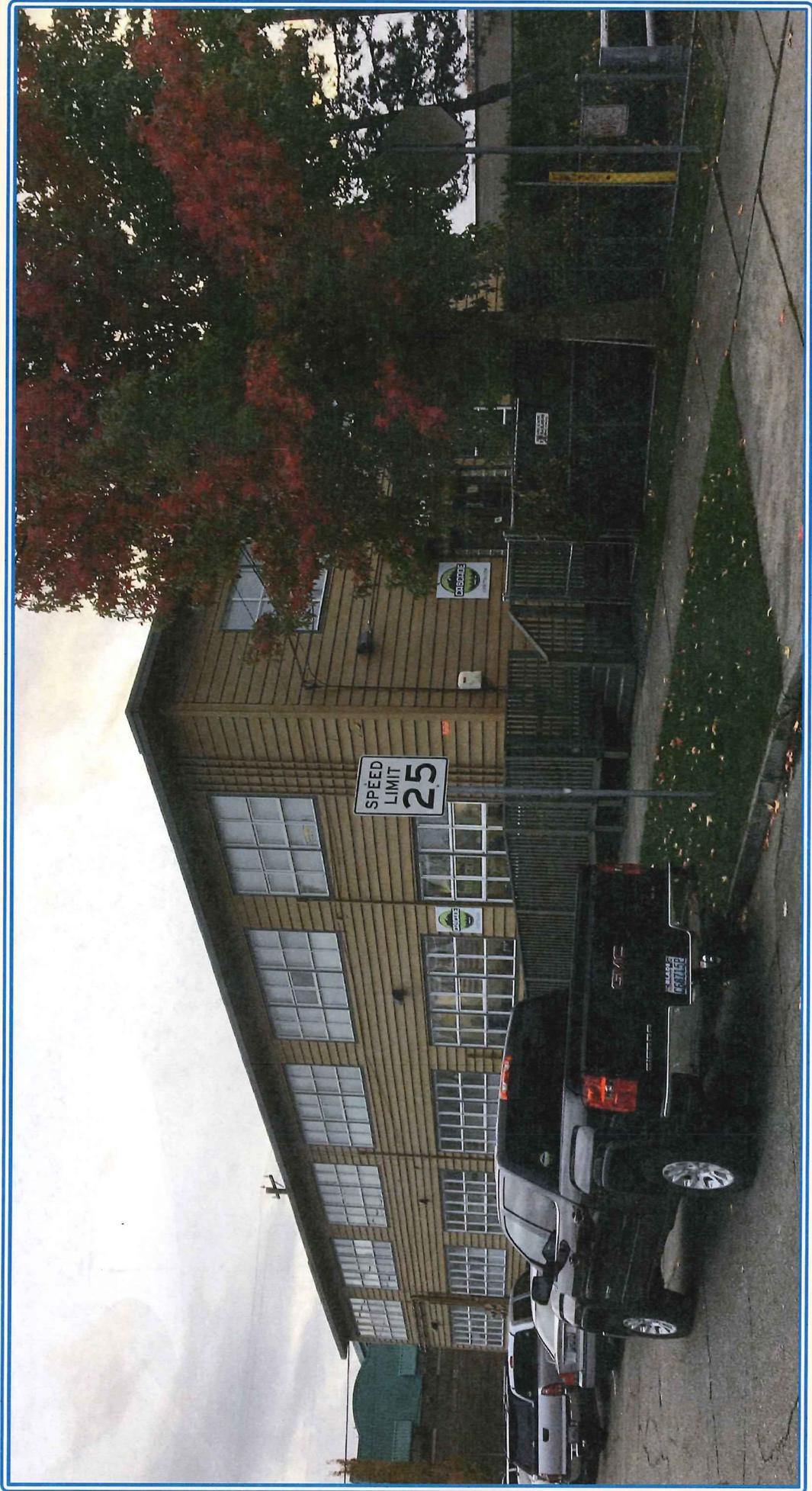
Request(s)

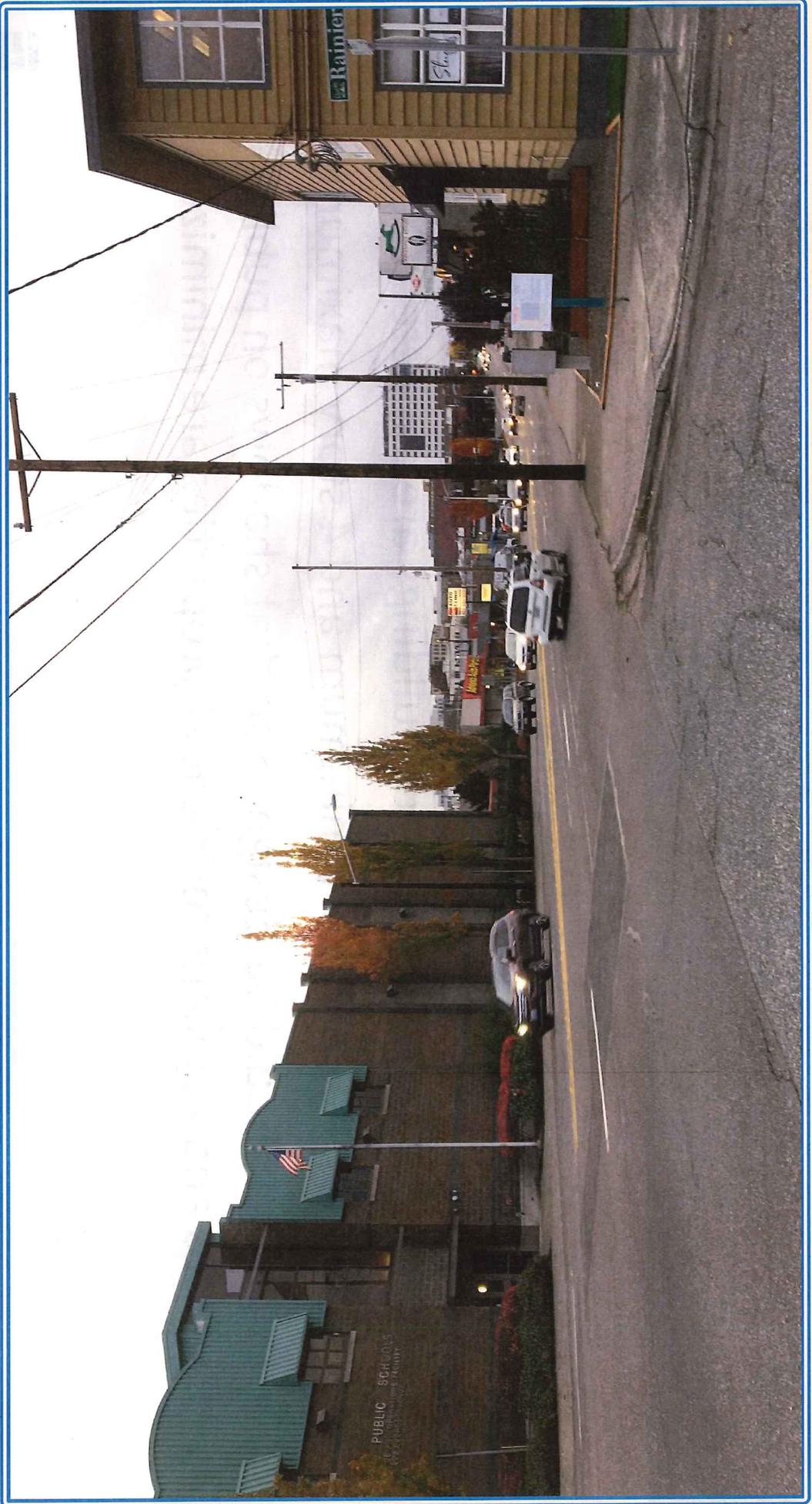
- 1) Amend Metro Everett Subarea Plan Height Limits (Figure 26); and
- 2) Amend the Maximum Building Heights in Metro Everett in Chapter 20 of the Zoning Code (Map 20-5).
 - Changes the current maximum from four (4) floors to six (6) to eight (8) floors.
 - Additional two floors are available only with city height incentive requirements of Chapter 20 of the Zoning Code.







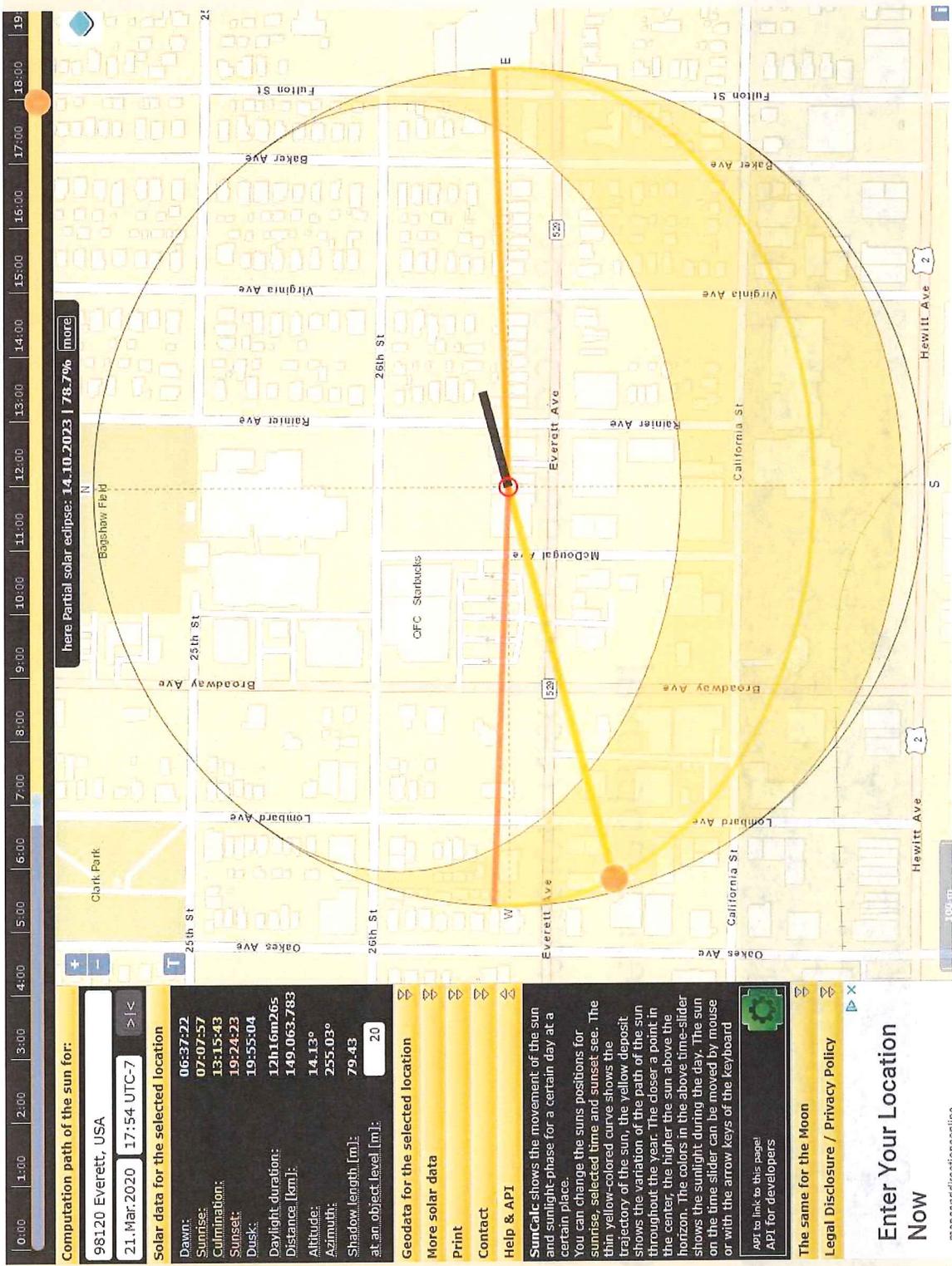




Review

- North side of Everett Ave is for transit-oriented development (TOD)
- TOD streets are where taller buildings are expected
- North side has a 4 story minimum and 4 story maximum
- Buildings should be designed so that shadows on public spaces and adjacent residential properties are minimized





Recommendation

- Staff recommends approval
- Planning Commission recommended approval



QUESTIONS? DISCUSSION





A Resolution for Expenditures of 2020 Human Needs Funding

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: A Resolution for Expenditures of 2020 Human Needs Funding

Project: 2020 Human Needs Funding

Agenda dates requested:

1/22/2020

1/29/2020

Partner/Supplier :

Location:

Briefing 1/22

Preceding action: Resolution 7428- Priorities 9/25/2019

Proposed action

Fund: 009-5000199410

Consent

Action 1/29

Ordinance

Public hearing

Fiscal summary statement:

Yes No

Amount Budgeted: \$447,200

Expenditure Amount: \$447,200

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Project summary statement:

Attachments:

The Citizens Advisory Committee met twice in November 2019 to review and make funding recommendations regarding 48 applications submitted to the City for 2020 Human Needs Grants. The Committee's funding recommendations are reflected in the attached resolution and are based on the priorities adopted by City Council on September 25, 2019.

Resolution Human Needs Grant Funding

Department(s) involved:

Community Development

Contact person:

Julie Frauenholtz

Becky McCrary

Phone number:

425-257-7120

425-257-7133

Email:

jfrauenholtz@everettwa.gov

BAbleman@everettwa.gov

Initialed by:

Department head

Recommendation:

Administration

Adopt a Resolution for Expenditures of 2020 Human Needs Funding.

Council President



RESOLUTION NO. _____

Resolution for Expenditure of 2020 Human Needs Grant Funding

WHEREAS,

the City allocates funding each year to be used for human needs programs; and

1. \$335,400 is included in the 2020 budget for this purpose; and;
2. An additional \$111,800 is included in the 2020 budget to support the Safe Streets Plan; and
3. There exists in the community a call for funds to supplement human needs programs; and
4. The City Council adopted priorities for Human Needs funding on September 25, 2019; and
5. The Human Needs Committee supports funding services as necessary for achieving the goals of the Everett Streets Initiative and Safe Streets Plan; and
6. On November 20, 2019, the Citizens Advisory Committee convened to consider and make annual recommendations to the City Council for allocation of these funds and voted to recommend funding as listed in Exhibit A to this Resolution; and
7. based on the action of the Citizens Advisory Committee at the November 20, 2019, meeting, the following recommendations for the programs listed in Exhibit A are provided to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT: the Mayor or designee is authorized to execute a contract with each of the listed agencies for the programs and amount specified in Exhibit A.

BE IT FURTHER RESOLVED, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes, not to exceed the individual amount for each agency, between January 1, 2020 and December 31, 2020.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2019.

Council President

Exhibit A

	AGENCY	AWARD
HOUSING		
1.	Snohomish County Legal Services: Domestic Violence and Family Law Clinic	\$ 10,000
2.	Volunteers of America: Housing Crisis Intervention, Mediation, and Homelessness Prevention	\$ 39,835
3.	ARC: Independent Living (*)	\$ 35,000
4.	Housing Hope: Homeless Teen and Young Family Program	\$ 20,000
5.	Cocoon House: Journeys Young Adult Housing	\$ 39,000
SERVICES		
6.	Everett Recovery Café: Peer to Peer Recovery Support	\$ 10,000
7.	Compass Health: Cocoon House Homeless Shelter Counseling	\$ 20,000
8.	Childstrive: Community Engagement	\$ 10,000
9.	Campfire: Mega Clubs	\$ 10,000
10.	Homage: Mental Health Clinic	\$ 14,000
11.	Dawson Place: Child Advocacy Center Service Coordination	\$ 20,000
12.	Catholic Community Services: Volunteer Chore Services	\$ 12,000
13.	Housing Hope: Child and Family Specialist	\$ 10,000
HOMELESSNESS		
14.	Cocoon House: Cocoon House Central	\$ 19,565
15.	Domestic Violence Services: Children's Program	\$ 19,200
16.	Faith Lutheran Church: Hot Meal Coalition	\$ 26,800
OTHER		
17.	Work Opportunities: Employment Support for Individuals with Disabilities	\$ 10,000
18.	Bridgeways: Supported Employment	\$ 10,000
	TOTAL HUMAN NEEDS GRANTS	\$335,400
SAFE STREETS		
19.	Reserve for programs such as Motel Voucher Seasonal Emergency Shelter Program or other qualifying safe streets program	\$18,370
20.	Salvation Army: Winter Shelter	\$27,500
21.	Bridgeways: MAP Court Liaison	\$50,000
22.	Interfaith: Cars to Housing Program	\$15,930
	TOTAL SAFE STREETS HUMAN NEEDS GRANTS	\$111,800



RESOLUTION NO. 7428

A **RESOLUTION** establishing Human Needs Priorities for 2020 Grant Funding

WHEREAS,

- a. The City Council has annually dedicated \$3 per capita for Human Needs Grant funding; and
- b. The City Council has annually dedicated an additional \$1 per capita to support Safe Streets programs to help address homelessness in the Community.
- c. The mission of the Housing and Community Development Citizen Advisory Committee is to review the human needs in the City of Everett, to prioritize those needs, and recommend allocating funds to most benefit those needs; and
- d. A Community Needs Assessment was prepared for the City of Everett dated March 19, 2019; and
- e. Community needs were identified by the public in several community engagement activities related to the 2020-2024 Consolidated Plan Update and human needs; and
- f. The Housing and Community Development Citizen Advisory Committee met on August 2, 2019 to review and recommend priorities for 2020; and
- g. The Housing and Community Development Citizen Advisory Committee recommends priorities based on identified needs and/or services supporting:
 - a. HOUSING
 - Legal aid for housing mediation.
 - Support Services
 - b. SERVICES
 - Mental health services.
 - Behavioral health services

- c. HOMELESSNESS
- Homeless health, mental health, substance abuse and other supportive services.
 - Homeless emergency shelter.
 - Homeless food services.
- d. The Community Needs Assessment also identified dental care, senior services, and medical care as basic need priorities areas in the community.
- e. Additional Human Needs funding made available in 2020 to target Safe Streets Programs should be prioritized to continue and maintain the mission of supporting pathways towards stability including shelter; housing, employment, diversion and prevention services for our most vulnerable residents; and
- f. Funded programs should address outcome criteria that:
- a. Increase self-sufficiency;
 - b. Promote health and healing;
 - c. Promote/address diversity and equity; and
 - d. Reward coordination and collaboration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:

The Everett City Council endorses the Citizen Advisory Committee's priority and criteria for 2020 and encourages qualified agencies to submit proposals that meet these priorities.



Council Person Introducing Resolution

PASSED and APPROVED this 25 day of Sept., 2019.



Council President



Project title: Professional Services Agreement with North Sound Emergency Medicine for the Medical Director of Emergency Medical Services

City Council Agenda Item Cover Sheet

Council Bill #

Project: PSA for Medical Director of Emergency Medical Services

Partner/Supplier : North Sound Emergency Medicine

Location: N/A

Preceding action: N/A

Fund: 153 EMS

Agenda dates requested:

January 29th, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Department(s) involved:

Fire, Legal

Contact person:

Rich Llewellyn

Phone number:

425-257-8115

Email:

RLlewellyn@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

The cost for this service is included in the 2020 budget and will also be included in the 2021 and 2022 budgets. The monthly cost is outlined in the agreement as follows:

2020 - \$4,620 per month for a yearly total of \$55,440

2021 – \$4,759 per month for a yearly total of \$57,108

2022 - \$4,902 per month for a yearly total of \$58,824

Project summary statement:

The City is required to have a Medical Program Director to provide supervision of the Emergency Medical Services it provides. Dr. Brown with North Sound Emergency Medicine has served the City in this capacity since 2003 and can continue to do so under this agreement.

The agreement outlines the duties of the Medical Program Director which include:

Providing medical control;

Establishing medical policy;

Supervising continuing medical education (CME) of First Responders, Emergency Medical Technicians (EMT), and Paramedics;

Providing 36 hours of paramedic category one CME for on-duty personnel;

Supervise and assist in maintaining recertification program for First Responders, EMT’s, and Paramedics;

Analyze and recommend additional training skills and services which should be provided;

Additional duties as outlined in section 2 of the agreement

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with North Sound Emergency Medicine for the Medical Program Director of Emergency Medical Services at the annual cost of \$55,440 in 2020, \$57,108 in 2021, and \$58,824 in 2022.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this first day of January, 2020, by and between the City of Everett, a municipal corporation, hereinafter referred to as "Everett" or "City," and North Sound Emergency Medicine, P.C., a Washington professional corporation, hereinafter referred to as "North Sound."

WITNESSETH:

WHEREAS, the City maintains an emergency medical services program; and

WHEREAS, it is necessary to provide to that program a Medical Program Director for certain duties as provided below; and

WHEREAS, North Sound's Dr. Ron Brown ("Dr. Brown") has special expertise in the area of emergency medical services and wishes to perform the duties of Medical Program Director for the City;

NOW, THEREFORE, be it agreed between North Sound and the City that Dr. Brown shall serve as the Medical Program Director to the City of Everett under the terms and conditions described herein.

1. ENGAGEMENT

North Sound will provide Dr. Brown as the Everett Program Director for the period of January 1, 2020 to December 31, 2022.

2. DESCRIPTION OF DUTIES

The City and North Sound agree that Dr. Brown will do the following:

A. Provide medical control of and establish medical policy for the Emergency Medical Services system which includes First Responder, Emergency Medical Technician, and Paramedic services provided by the City's Fire Department under the direction of the City's Fire Chief.

B. Supervise and help implement continuing medical education with the specific goal being to maintain appropriate skill levels for Fire Responder, Emergency Medical Technician, and Paramedics.

C. Provide minimum of 36 hours of paramedic category one continuing medical education for on-duty personnel within the City. This education will be provided directly by the Dr. Brown or by other qualified individuals acceptable to the City's Fire Chief. Additional costs for other individuals shall be the responsibility of North Sound if any occur.

D. Supervise and assist in maintaining an ongoing First Responder, Emergency Medical Technician, and Paramedic recertification program.

E. Analyze and recommend additional training skills and services which should be provided with consideration to the following:

1. availability of training
2. community need
3. facility and manpower availability
4. financial resources
5. adequate medical supervision

F. Analyze and recommend improvements in record keeping and accumulation of meaningful data relative to emergency medical services.

G. Meet as frequently as necessary with the City's Fire Department Medical Services Administrator for the purpose of viewing progress of the program.

H. Establish in writing a mechanism for providing contact to a physician who will act as back up director when Dr. Brown is unavailable to perform his duties.

I. Establish and maintain ongoing regular communication with the physicians of the community, specifically with a committee of physicians appointed by the President of the hospital staff.

J. Provide medical recommendations to the City's Emergency Medical Services Advisory Committee and to serve as an ex-officio non-voting member of that Committee.

K. Provide medical supervision and input for the City's EMS public education instructor program.

L. Provide liaison with the County and State governments pertaining to emergency medical services as requested by the Mayor.

M. Act under the direct supervision of the City's Fire Chief and provide regular communications with the Mayor or their designee regarding programs, services and medical policies relating to the position of Medical Program Director.

N. Assist the City in public relations pertaining to the City's emergency medical services program as requested by the Mayor or their designee.

O. Act as the City's medical liaison with the ambulance companies authorized to conduct business within the City limits of the City pertaining to coordinated delivery of emergency medical services.

3. RELATION OF PARTIES

The City and Dr. Brown have no employer/employee relationship. North Sound is an independent contractor responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes

and contributions and North Sound agrees to indemnify, defend and hold the City harmless from any claim valid or otherwise, made to the City because of these obligations. Dr. Brown is not an employee of the City and is not entitled to the benefits provided by the City to its employees including, but not limited to, group insurance and pension plans. Dr. Brown may practice his profession for others during those periods when he is not performing work under this Agreement for the City.

4. DURATION

The term of this agreement shall be from January 1, 2020 to December 31, 2022. It is understood the City or the North Sound may voluntarily terminate this Agreement by providing sixty (60) days advance written notice to the other. In the event of termination of this Agreement, except in the case of material breach, North Sound is entitled to compensation for services rendered prior to notice of termination.

5. COMPENSATION

The City agrees to pay North Sound the following sums per calendar month for services as set forth in this Agreement:

2020	\$4,620	Four Thousand Two Hundred Twenty Eight Dollars
2021	\$4,759	Four Thousand Three Hundred Fifty Five Dollars
2022	\$4,902	Four Thousand Four Hundred Eighty Five Dollars

Such payment shall be full compensation for services rendered including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to provide the services. North Sound will submit invoices for the period of his engagement as set forth in section 1 above.

6. ASSIGNMENT OF AGREEMENT

North Sound shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City. North Sound shall not provide any person other than Dr. Brown as Medical Program Director to the City.

7. IDEMNIFICATON

North Sound hereby agrees to save the City, its officers, employees and agents harmless and indemnify them from all loss, claims, costs, expenses (including but not limited to attorney's fees and litigation expenses) or damage occasioned to the City, its officers, employees or agents or to any third person or property by reason of any act, error or omission by Dr. Brown or North Sound, their employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against the City, its officers, employees or agents, or any third person alleging injuries to person and/or damage to property by reason of such act, error or omission and will pay any judgment which may be obtained against the City, its officers, employees, agents or third persons in such suit. Nothing herein shall require North Sound to indemnify and hold harmless the City, its officers, agents, and employees from claims, demands, damages, expenses or suits caused solely by the negligence or willful misconduct of the City, its officers, employees and agents.

8. NOTICES

A. Notices to the City shall be sent to the following address:

City of Everett
Attn: Fire Chief
2930 Wetmore, Suite 7A
Everett WA 98201

B. Notices to North Sound shall be sent to the following address:

North Sound Emergency Medicine
1716 West Marine View Drive, Suite C
Everett WA 98201

9. REIMBURSEMENT

The City agrees to reimburse North Sound for Dr. Brown's travel or related expenses incurred as a part of compensation while he acts on behalf of the City with regard to the emergency medical services program for which prior written approval is obtained from the City prior to Dr. Brown incurring the expense. Prior to reimbursement, North Sound shall submit all receipts, billings, etc., to the Mayor or their designee for approval. If authorized, the City may (at its sole option) obtain or arrange air travel for Dr. Brown.

10. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, Dr. Brown and North Sound shall make available to the City for the City's examination all Dr. Brown's and North Sound's records and documents with respect to all matters covered by this Agreement, and furthermore Dr. Brown and North Sound will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, conditions of employment and other data relating to all matters covered by this Agreement.

11. CITY OF EVERETT BUSINESS LICENSE

North Sound shall obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

12. STATE OF WASHINGTON REQUIREMENTS

North Sound shall register and obtain any State of Washington license, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

North Sound shall ensure that Dr. Brown complies with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

14. WAIVER

Any waiver by North Sound or the City or the breach of any provision of this

Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. COMPLETE AGREEMENT

This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. VENUE

It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

17. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws. The remainder of the Agreement shall remain in full force and effect.

CITY OF EVERETT

NORTH SOUND EMERGENCY MEDICINE
a Washington professional corporation

CASSIE FRANKLIN, Mayor

BY: _____

TITLE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Project title: Resolution naming the Proposed Park adjacent to the YMCA located at 4730 Colby Avenue**Council Bill #****Agenda dates requested:**

1-29-20

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

Budget amendment:

Yes

No

PowerPoint presentation:

Yes

No

Attachments:

Historical Commission, Parks Board, Res. 6537, Park Map

Department(s) involved:

Council

Contact person:

Council

Phone number:

425 257 8703

Email:

council@everettwa.gov

**Project:** Proposed YMCA Park Naming**Partner/Supplier :****Location:** 4730 Colby Avenue**Preceding action:** 6-26-18, 7-10-18, 7-24-18, 8-22-18, 8-24-18, 9-5-18, 3-27-18,**Fund:****Project summary statement:**

Pursuant to the City's Naming Policy, the City Administration initiated a proposal to name a proposed neighborhood park adjacent to the YMCA located at 4730 Colby Avenue. After several hearings before the Historical Commission, the Board of Parks Commissioners and several public hearings, there were 3 names proposed: Arthur Grossman Memorial Park, Emma Yule Park or Glacier View Neighborhood Park. The matter was then pulled for further information, including the naming policy submitted to the General Government Subcommittee. The Council wishes to bring this matter forward for action on one of the 3 names submitted from the public process as the new YMCA is now open.

Recommendation (exact action requested of Council):

Adopt a Resolution naming the Proposed Park adjacent to the YMCA located 4730 Colby Avenue.

A 0.40 MI
 B 0.25 MI
 C 0.30 MI
 TERURBAN
 IL 0.30 MI

YMCA

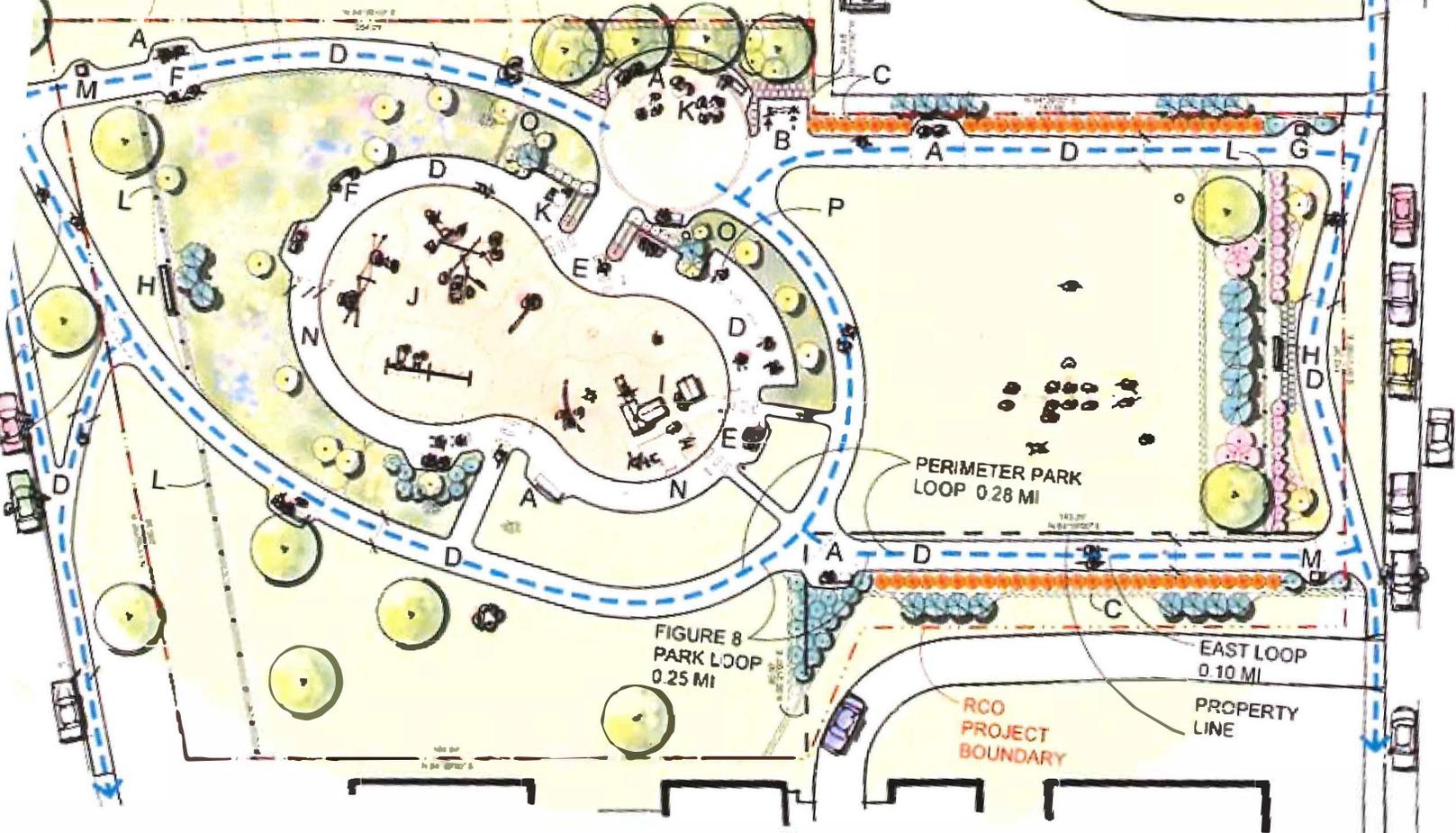
LOOP A 0.40 MI
 LOOP B 0.25 MI
 LOOP D 0.50 MI
 TO INTERURBAN
 TRAIL 0.20 MI

PARK TOTAL
 1.2 ACRES

CO
 ROJECT
 DUNDARY

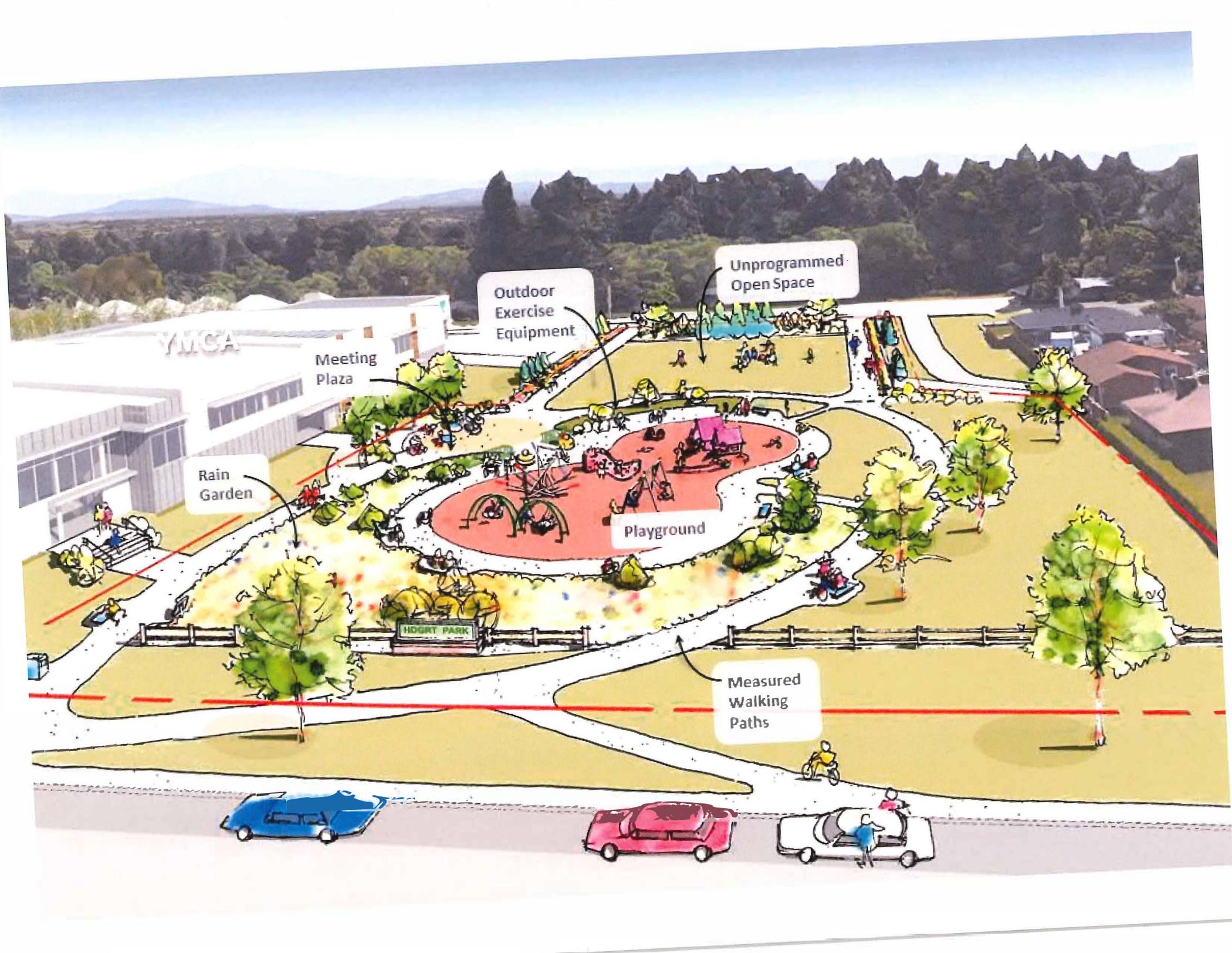
PLAN LEGEND

- A. BENCH
- B. BICYCLE RAC
- C. CHAIN LINK FI
- D. CONCRETE P
- E. CROSSWALK
- F. INTERPRETIV
- G. MUTT MITTS
- H. PARK SIGN
- I. PLAY EQUIPM
- J. (RUBBER RES
- K. PLAY EQUIPM
- L. (RUBBER RES
- M. PRECAST COI
- N. TABLES
- O. PRECAST COI
- P. FENCE
- M. SOLAR TRASH
- N. COMPACTOR
- O. TRIKE TRACK
- P. WROUGHT IR
- P. EXERCISE EQ



DEVELOPMENT SITE PLAN
 SCALE AS NOTED





YMCA

Meeting Plaza

Rain Garden

Outdoor Exercise Equipment

Unprogrammed Open Space

Playground

Measured Walking Paths

HOGRT PARK

January 8, 2020

Council Member Roberts announced that the next General Government Subcommittee meeting is scheduled for February 19.

President Bader stated that Council Bill 1911-54, regarding supportive housing in single-family zones, is scheduled for a third and final reading on January 15.

President Bader announced that the Council Retreat is scheduled for February 26 at 4 p.m. and will be in lieu of the regularly scheduled 12:30 p.m. Council meeting.

ADMINISTRATION UPDATE ON PRIOR BUSINESS

Chief of Staff Lyle Ryan had no report.

CITY ATTORNEY

City Attorney David Hall had no comments.

PUBLIC COMMENT

Jean Rittmann, Everett, spoke about a land use issue.

Deb Fox, Everett, spoke in support of naming the new park on Colby Avenue after Emma Yule.

Council Members Roberts and Stonecipher stated that the parks naming process has been a discussion during recent General Government Subcommittee meetings. Due to scheduling conflicts, the committee has not established an action plan for the parks naming process; however, during those meetings, it was suggested to first name the new park on Colby Avenue and then revise the parks naming policy.

Moved by Council Member Vogeli, seconded by Council Member Stonecipher, to name the new park on Colby Avenue after Emma Yule.

January 8, 2020

Council members discussed the need for public notification and a public process for naming the new park on Colby Avenue.

Council Member Vogeli withdrew the motion.

CONSENT ITEMS:

Moved by Council Member Murphy, seconded by Council Member Roberts, to approve the following consent items:

RESOLUTION - CLAIMS

To adopt Resolution No. 7465 authorizing claims against the City of Everett in the amount of \$3,127,009.87 for the period of December 21, 2019, through December 27, 2019.

AGREEMENT AMENDED- SCHOOL RESOURCE OFFICER PROGRAM

To authorize the Mayor to sign Amendment No. 1 to the Interlocal Agreement with Everett Public Schools concerning the School Resource Officer Program at no cost to the City of Everett.

BID AWARD – REBUILT CUMMINS ENGINES

To award Bid #2019-120 Rebuilt Cummins Engines to Cummins Inc. for three years, with two additional one-year extension options for approximately \$150,000 annually.

BID AWARD – TREE EVALUATION SERVICES

To award Bid #2019-097 for Tree Evaluation Services to Gray Owl Services Inc., Tree Trimming and Removal Service to Mike's Affordable Tree Service and Gray Owl Services Inc. for one year, with additional four one-year terms for approximately \$125,000 annually.

Deb Williams

From: Deb Williams
Sent: Tuesday, January 07, 2020 8:15 AM
To: DL-Council
Subject: FW: Park Name on Colby Ave: Procedure and Process

From: deb fox <reeshot@gmail.com>
Sent: Monday, January 06, 2020 7:02 PM
To: Deb Williams <DWilliams@everettwa.gov>
Cc: Cassie Franklin <CFranklin@everettwa.gov>
Subject: Park Name on Colby Ave: Procedure and Process

To the Everett City Council:

I have spoken and written to council before about the Everett city park name on Colby Avenue on the Y property. This time I want to address specific procedure and process.

Resolution 6537, on Park and Public Place names, Section 2. E. states: "In all cases, the City Council will have the prerogative to take final action, approving, denying, changing or remanding the request back to the Historical Commission for further review."

I urge the council to deny the Historical Commission's recommendation of Arthur Grossman Park, and go with their other consideration: Emma Yule Park.

I urge the council to take this action because Emma Yule's name better fulfills the purpose of the Historical Commission per MC 2.96.010, and better meets the criteria of Resolution 6537.

Arthur Grossman's legacy is important to our city. I respect his supporters and urge them to approach the Y as I have, and suggest they name the new Y building for Arthur Grossman. This will be a win for all.

With regards to Resolution 6537, Section 3. I., Grossman's name was not in compliance when his name was recommended by the Historical Commission. This code says that the person may be deceased one year or more. Grossman was deceased only 7 months – under one year - when the Historical Commission held its public hearing for naming the park. (Grossman died Dec. 21, 2017; the Historical Commission decided on his name July 24, 2018). **This should have automatically disqualified Arthur Grossman for park name.**

A number of Arthur Grossman supporters showed up for the public hearing, which might have had an influence on this decision. They should have been told right then that his name was not eligible.

However, in Resolution 6537 Section 3. I., we see that Yule has a "specific connection to the property", as the park land was school district property for 52 years. Yule was a founding member of Everett's school district in 1891. This makes Yule's connection with the property more direct and primary to Grossman's.

Yule has been buried right across the street from the park at Evergreen Cemetery for 80 years, so her physical proximity also draws a "specific connection" to that land.

Emma Yule's seminal role as first teacher, first principal and first female school superintendent in Everett School District fits 6 out of 10 criteria listed in Section 3. I (specifically, 1 through 4, 8, and 9): She started the school newspaper, academic, art, and physical education programs and classes. She created the theater program. During her tenure, the student body grew from 25 to over a thousand, the faculty from 2 to 40, and the school buildings went from 1 to 5. She was a charter member of The First Congregational Church, United Church of Christ of Everett. These were major social

institutions in the fledgling town of Everett. Yule taught her students to excel and many of them went on to be educators in Everett, extending her legacy for decades.

According to Municipal Code 2.96.010 (which defines the Historical Commission's) Purpose:

The purpose of this chapter is to promote the public health, safety and welfare of the citizens of the city in the following areas 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 chapter:

For 129 years, men of recent memory, mostly white, have been honored and immortalized on Everett's map. When they didn't name a local man or financial baron to honor, Everett chose the names of presidents and male poets. Everett has consistently chosen men to honor. Hewitt, Howarth, Langus, Wetmore, Rockefeller... the list of men's names is in the dozens.

Though Arthur Grossman is worthy of remembrance, choosing his name over Emma Yule adds to Everett's history of choosing white men over women and people of color when it comes to naming parks and streets. This pattern adds up to a "benefited group of persons", prohibited by MC 2.96.010.

Choosing Emma Yule's name interrupts this pattern of exclusion of women on Everett's map.

Finally, Emma Yule Park better fulfills the mandate of the Historical Commission, outlined in MC 2.96.010, C and D.

These talk specifically of "**fostering public awareness/appreciation of and civic pride in the city and the accomplishments of its past**". And "**To unify the community through reinforcing and imposing its historical identity.**" (Ord. 1355-87 § 1, 1987)

Emma Yule's name reaches out to everyone in Everett and is an inspiration to all. To have this Founding Mother of Everett be recognized would definitely "unify the community." What a great way to celebrate 100 years of Women's Suffrage. Yule's "historical identity" is superior because **her legacy in Everett is still here – since 1891.**

I am grateful the city council took a pause on this issue, so that we can see the bigger picture. The Historical Commission's recommendation would continue a pattern that has been going for 13 decades in Everett. Our founding mother, who is an ideal candidate, should not be ignored in favor of (yet another) white man.

A more diverse Commission might have seen this pattern and been more concerned. Diverse voices on Everett's Boards and Commissions are vitally important to our community.

Resolution 6537 gives the City Council final say after the recommendation of the Historical Commission (which should be noted is advisory). Now it is up to our city leaders to make select a name that gives "civic pride" for the entire city.

Over 265 people have signed a petition on [change.org](https://www.change.org) in support of this park being named for Emma Yule. I know there are more supporters out there.

Will you please give Emma Yule her final recognition? It is an injustice that this accomplished woman, a female founder of Everett, has never been honored. We need this prominent woman's name on Everett's map now, and it is high time for the city council to act.

Let's not just preserve history- let's **make history** too.

Please pass a resolution immediately, per Resolution 6537, Section 4, and name the park on Colby Avenue "Emma Yule Park". She is the sensible, legitimate and right choice.

Thank you. Deb Fox

December 27, 2019

Y of Snohomish County, CEO and Board of Trustees

3120 McDougall Ave. Everett, WA 98201

Dear CEO Scott Washburn and Board of Trustees:

My name is Deb Fox, and I am a historian, writer and artist in Everett. I am working to get the park adjacent to the new Y on Colby Avenue to be named after Emma Yule.

I am aware that there are passionate advocates who would like to name the park after Arthur Grossman, who was greatly involved in the community and the Y. He is a beloved man, worthy of recognition.

As owners of the entire property (the park and the new Y building), I urge you to name the Y building after Arthur Grossman, and the park after Emma Yule.

Naming the park (where the city is a partial stakeholder) for Emma Yule does a historically significant thing: it changes the map of Everett, finally putting a founding mother on it.

It is an affront that women have not been historically honored in Everett's history. They were key players in civilizing the rough lumber town, but their contributions have been virtually ignored. There are many main streets in Everett named for men. Imagine how inspirational it would be to all women, girls, and their fans to change that. It would benefit all citizens of Everett.

Emma Yule was Everett's first hired school teacher, first principal, and first female superintendent. She is buried at Evergreen Cemetery, close to the park, and donated part of her estate to help girls in Washington get an education. She created school programs still in existence and was a charter member of a church in Everett. She loved children. Emma Yule's values align perfectly with the Y's values.

Naming the park after Emma Yule saves the connection the land had with the school district.

Naming the park after Emma Yule says "we value women in Everett" – finally.

Though the Y owns the land the park sits on, the city will maintain it. Please gift the city with something on its map that recognizes Everett's women and their contributions.

Naming the Y building after Arthur Grossman, appropriately honors this special man, and shows that the mark he made in the community still exists.

If you agree with this suggestion - naming the park for Emma Yule and the new Y for Arthur Grossman - please reach out to Everett City Council immediately. (Deb Williams dwilliams@everettwa.gov) I know they will be taking up the issue of the park name again soon, and wouldn't it be great if you could help make it a win for all?

Deb Fox

Everett, WA



Name Everett's newest park for Emma S. Yule



270 have signed. Let's get to 500!

LETTERS

Name new Everett park for Emma Yule

Friday, December 27, 2019 1:30am | [OPINION](#) | [LETTERS](#)

The park located on Colby Avenue near the new YMCA remains nameless, and Everett finally has the opportunity to honor one of its founding mothers. Street names and parks all over Everett are named for the founding fathers, yet female players in Everett's history are completely ignored.

Let's change that. This petition will tell the city council we want a woman's name on Everett's map. <http://chng.it/tMBjdbb7hM>.

Emma S. Yule was Everett's first hired teacher, first principal, and first female schools superintendent. She started school programs that still exist and her values aligned with the values of the Y.

The city's other name choice is Arthur Grossman. He was a beloved family doctor, involved with the Y. Let's name the new Y building after him. Then it's a win for all.

This petition is not just about honoring a person. It is changing Everett's map and finally putting an important and influential woman on it. It is acknowledging a 126-year-old legacy that has almost been forgotten, because she is a woman. Naming the park after Yule says what we value. It says that we honor women contributors and that we are an inclusive, forward-thinking city.

One hundred years — even 50 years from now — will Everett's map still be a collection of men's names? If we name this park for Yule, Everett's map will include at an important woman in Ev impact, and be more inspiring to see a w choice before the city.



Deb Williams

From: Lisa Labovitch <lisanosek@gmail.com>
Sent: Monday, December 16, 2019 10:33 AM
To: Deb Williams
Subject: Comments to City Council Regarding the Naming of New YMCA Park

To: Everett City Council C/O Deb Williams

Dear Everett City Council,

I have been informed by my friend, Deborah Fox, that you will be continuing discussions of the naming of the new YMCA park this week. I would like to urge you to consider naming the park in honor of Emma Yule, a very important, but relatively unknown founding mother of our City. Please help us end a long story of passing over a very deserving person for the recognition that she has earned.

We live in a city where there is nothing on the map that is named after a woman. To be honest, we live in a world where very little on a map is named after women. This isn't a reflection of women doing very little to shape the societies that we live in, but rather a tendency to downplay, or take for granted the work that they've done because historically the men with the personal capital that women were historically denied have been able to buy their way into street names and building titles. While we drive down Rockefeller, Colby, or Wetmore, we seldom reflect on the fact that these men never spent more than a handful of hours in Everett, and in some cases, abandoned its needs when the going got tough. There are no streets named for the women who stuck around, built civic institutions in the mud, and raised our grandparents. My request to honor Emma isn't just a plea for token representation for women's history - it's a call to honor a City founder who is long overdue for recognition. Man or woman, the work that Emma Yule did for Everett is worthy of remembering.

Emma's story is worth knowing; I'll try to be brief. In 1891, as a single woman and already an established teacher, she moved over 2,000 miles to take a position as the first teacher in what would officially become the Everett Public School system. This was before Everett had incorporated as a city, when it was rapidly growing on the promises of local boosters and eastern industrialists. The men would build the factories, but someone had to educate all of the kids they were bringing with them. At only 28 years old, Emma took on that job alone. Enrollment rapidly soared, overflowing what little space the school had, and other teachers were brought on. Emma was named the first Principal - a position she held until 1892, when the school board of directors decided to hire on a man to take her job, and she was demoted to 'position next to principal' and kept on working for the children of Everett.

She was affiliated with Everett High School until 1896, when she was elected the first Superintendent of the now burgeoning Everett Public School system. She was so well respected that she was reelected repeatedly between 1897-1900, but in July of 1900, the Everett School Board forced her out of her position for another male, demoting her to Principal of Everett High School. Unsurprisingly, Emma decided this was her cue to leave.

Despite her setbacks with the school board, her tenure with the Everett Public Schools made a huge impact on the City of Everett, and generations of its children. She was stern but beloved teacher and role model. She expected excellence from her students, but chose to encourage them rather than punish them, as was a more common practice at the time. She made the children of Everett believe that they could move up and out of the muddy stumps, and dangerous factory lives of their parents to become whatever they wanted to be. During her relatively brief time, the system grew from 26 students to over 1,000; and from 1 building to 5 permanent school buildings and at least one rented. From being the single teacher, she helped grow that staff to over 40.

Emma went up to Alaska, where she helped found another public school system, and then eventually moved to the Philippines, where she became a university professor. She earned her doctorate, and published a couple books. When she neared the end of her life, her thoughts returned to Washington State - a place that repeatedly failed her, but she clearly still loved. In her will, she left pretty much everything to the University of Washington to establish a scholarship for girls who wanted to pursue higher education but lacked family support.

Emma eventually came home to rest in the green hills of Evergreen Cemetery, to a town where adults she taught still remembered her and mourned her passing. In the years since her death, her name has slipped into obscurity, occasionally resurrected by local history buffs who dug a little deeper. In a city where women established the first schools, hospital, and libraries, her name is all but forgotten. The enduring legacy of the Everett Woman's Book Club has been rightfully honored by our city in many ways, but because Emma was an unmarried woman, she was never allowed to be a part of their membership. I believe it is time to honor Emma for all of her hard work and excellence, and make sure that she is not, yet again, passed over for what she has earned.

Thank you very much for your time and consideration,

Respectfully,

Lisa Labovitch
Everett Resident



- Came to Everett in 1891 as first hired school teacher in brand new Broadway School.
- First principal in Everett, Feb 19, 1892.
- First female superintendent Everett School District 1896
- Charter member of First Congregational Church, 1893.
- Honorary member of Everett High School Alumni
- Interred at Evergreen Cemetery, Everett, WA
- Leaves part of her estate to University of Washington Scholarship for Girls

Other achievements:

- Started school newspaper and school theater, 1893 and other programs still in existence.
- Many of her students became teachers themselves, inspired by her high standards.
- One of her students became a nationally-known political commentator.
- Became international traveler and educator after 1900.
- Author of agriculture text books and professor emeritus, University of Phillipines

http://snohomishwomenslegacy.org/wlp_51_Yule.html

Dec. 14, 2019

Dear City Council,

I urge you to make a decision about the park name on Colby immediately. I agree there should be a "process" but from what I know, we already have gone through the process that currently exists. The city council has three names recommended by the Historic Commission and citizens of Everett.

At some later point, another process can be determined if needed. For example, on what basis is a park named, or what criteria. But now, the Y is open, and the park still remains unnamed. It is time to move forward.

I am appealing to the council members to search their hearts and minds each of the three names submitted, and choose the one that provides the most benefit to the city as a whole.

Choose the name of a **woman**, who was right there in Everett's creation.

Choose Emma S. Yule. She was a primary educator in Everett's history. Naming the park after her not only honors her; it keeps a positive connection to Everett's school district, the former owners of that very land on which the park sits.

I urge the council to choose a name that changes landscape of "old" Everett and says that we honor the diverse founders of our city. -Choose the name that shows the world we value women's contribution in history, and that we are an inclusive, forward-thinking city.

In my mind, the council has three deserving names. I ask you choose the one that best serves the entire city, not just a neighborhood or group or organization.

I ask you to choose a name that says what Everett is as a city and reflects our values.

Let's not lose this precious opportunity to finally honor Emma S. Yule.

Thank you for your time,

Deb Fox



The Women's Legacy Project of Snohomish County, Washington seeks to honor our foremothers by recording and sharing their personal histories, their ability to adapt to the forces of change and their constant vigilance as stewards of the diverse cultures of our society.

www.snohomishwomenslegacy.org

WLP Story # 51 ~

League of
Snohomish County
Heritage Organizations
Washington State



Emma Serepta Yule, Photograph courtesy Everett Public Library.

Emma Serepta Yule: Legendary Educator

By Lawrence E. O'Donnell

She was young, single - and on this December day in 1891 she was more than 2000 miles from home to start a job in a place she never had seen before. Already a seasoned teacher, Emma Serepta Yule had traveled from her native Iowa to accept a teaching position in the fledgling industrial city of Everett, Washington. When Everett opened its first school house on December 14, 1891, she was there to greet the 26 youngsters who had muddled through the mud to school. Her willingness to tackle this challenge typified the adventurous spirit and independent pluck that marked life. She would stay in Everett for nearly a decade, keeping Everett in her heart the rest of her life.

A Yule family history prepared in 1975 by Robert B. Yule XIV tells us that Emma Serepta Yule was born March 25, 1863 at the family farm home in Red Oak Township, Cedar County, Iowa. She was the seventh and final child of Samuel Yule XII and Serepta (Clark) Yule. Four days after Emma's birth, her mother Serepta died. The family history states that Emma was living with the Rigby family (presumably her older sister Delia who married Allen T. Rigby in 1867) and attending school in 1880. She is reported to have graduated from Iowa State Normal School and then to have taught in rural schools around Aurelia, Iowa.

At age 28, she came to Everett. The city, which had been founded just a few months earlier, was proud when the Broadway School opened in the winter of 1891. Yule was the lone teacher for those students who arrived that first day. (Note: Technically, Emma Yule was not Everett's first teacher. In the spring of 1891, Henrietta J. Freer taught a 10 week session somewhere in the district.) In January, Miss Yule was joined by Nettie Boucher. Each of these teachers was paid \$60.00 a month. School board minutes show that Emma Yule was appointed the school principal on February 19, 1892, thus making her the first school principal in the Everett School District. Before the school year was over, the Broadway building was overflowing and the district was renting space in several buildings around town.

On July 4, 1892, the school board of directors hired Professor J. W. Shepherd as the principal and Emma Yule to the "position next to principal". In the white male dominated society of the era, it marked the first of three times the school board would "demote" Miss Yule in favor of a man.

In the fall of 1892, the school district started a high school program in the Broadway School. While the record is not totally clear, it appears that Emma Yule was affiliated with the high school for the remainder of her career in Everett though on December 23, 1896, Emma Yule was elected superintendent of the Everett Public Schools on January 7, 1897 at a salary of \$85.00 per month. She was re-elected to the position for the 1897-98, 1898-99 and 1899-1900 school years. Again, it is unclear if she also was the high school principal during this period, although anecdotal records indicate she probably was.

School board minutes from the January 22, 1900 meeting indicate that Miss Yule may have been in disfavor with the board by this time. In response to a letter from teacher applicant Beth Banks, the board instructed its clerk to inform Miss Banks that "Miss Yule has nothing to do with the hiring of teachers and that her application would not be considered." Whatever the case, on July 23, 1900, the school board named George St. John the superintendent of schools and Emma Yule the principal of Everett High School. Another "demotion" and this time she did not stay. On October 9, 1900, the school board rejected her request for an increase in salary and released her "without prejudice" to assume a position in the schools of Juneau, Alaska.

Despite the trials and tribulations, it is clear that Emma Yule was a remarkable individual who left an indelible imprint in Everett. Though she held administrative posts, it appears that she also taught during most of her time here. In her era, the school system grew from those 26 students to an average daily attendance of 1032 in 1900. There were five permanent schools by 1900, still at least one rented facility and nearly 40 teachers.

In a "Development of the Everett Public Schools" article for the February 6, 1902 edition of the Everett Daily Herald, Margaret Clark, the first graduate of Everett High School, describes Miss Yule as "our beloved friend and helper at all times." When an Everett High School Alumni Association was formed in 1894, Emma Yule was unanimously elected an honorary member. In those early years of Everett High, with Miss Yule in a leadership role in significant academic and activity programs there is little doubt that Emma Yule had a key role in these Everett High School milestones and she held students to high standards. Insight is provided from an article in the February 9, 1898 edition of the Everett Times newspaper. After a high school program of readings and recitations by students - several of whom became community leaders - Miss Yule was unimpressed. The reporter stated that, "Miss Yule delivered such a scornful wrath at the close of the program that we were afraid we would be obliged to avail ourselves of the fire escape." Apparently, it was in a student's best interest to meet Miss Yule's standards.

Several of Emma Yule's relatives followed her to Everett but the record is murky as to exactly when they arrived. Her niece Alice Rigby (daughter of Emma's sister Delia Rigby) applied for an Everett teaching job in 1893. She did become an Everett teacher and may have arrived that year or later. [Alice's sister Clara](#) also came to Everett, as did their mother, Delia, who was divorced from Allen Rigby in 1895. Delia and Allen's oldest son William was another who migrated to Everett. His son Donald, who stayed in Everett, provided a portion of the Rigby family information in the aforementioned Yule family history. Donald's son Jim Rigby is still living in Everett as of this writing (2008) and has been a source of information about his great-great aunt Emma Yule. Also, he has given the Everett School District and this author books and other materials that belonged to her. Jim is a 1953 Everett High School graduate.

After leaving Everett, Emma Yule is reputed to have organized the public school in Juneau, Alaska and then to have taught in Japan. Eventually, she went to Los Banos in the Philippine Islands where she became a professor of English in the College of Agriculture of the University of the Philippines. After about 20 years at the University, she retired in the mid-1930s and moved to Los Angeles, California, one of two individuals who received the title Professor Emeritus from the University.

During her career she authored a number of books and papers, most relating to the history of Japan and the Philippines. She traveled extensively and took a number of now historic photographs on trips (s) to the part of southeast Asia known then as the "Orient".

On at least one occasion she made a triumphant return to Everett. On Saturday evening, October 19, 1929 she was feted at a banquet in the Monte Cristo Hotel. The gala event was attended by about 50 of her former Everett High School students.

On this occasion, she spoke about her experiences teaching in the "Orient" and her observations from visiting many of the world's countries.

Emma Yule died in her home in Los Angeles on April 16, 1939. She was buried in Everett's Evergreen Cemetery. Her grave marker identifies her as "Everett's First School Principal." She rests next to her nieces, Alice, who died in 1915 and Clara (Casper), who died in 1953. An article in the Everett Daily Herald nearly five years after Emma Yule's death reported that more than \$20,000 from her estate had been given to the University of Washington. The Associated Press stated the money would be used to help girls at the University.

In terms of community history, it would be easy to judge Emma Yule on her obvious career landmarks - first teacher in the first school, first principal, first woman superintendent. But those observations would shortchange her real accomplishments. In a greater sense, she was a pioneer leader in a pioneer town. Arguably, the public school system is a community's most important social institution. More than anyone else, she crafted a school system that was exemplary in serving the growing young city. Everett of yesterday and today owes a debt of gratitude to Emma Yule.

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December 16, 2019

Dear Council Members:

Regarding naming the park on Colby:

I went out last night and met with some folks who want to name the new park after Grossman. They loved that man, and felt he deserved the new park named after him. I know there is strong support for the park being named for Grossman.

These people I talked to also admitted that they felt Emma Yule deserved honor too.

For me, naming the park for Emma Yule is about getting this deserving woman (finally) on Everett's official map.

I started a change.org petition about naming the park Emma Yule Park two days ago and so far I have 64 signers. I'm convinced I could get more, if you need more. I have started teaching the school kids about Emma Yule, and they really want to help it "go viral."

I also have urged a letter writing campaign.

A lot of people in the city don't know who Grossman or Yule where. But the idea of naming of *naming a park after a woman* as worthy as Emma Yule has widespread appeal. Most agree that with her **legacy**, it is high time Yule was recognized and put on Everett's map.

Indeed, this is a historic, the world-is-watching moment, naming this park. I urge you to search your conscience and choose Emma Yule.

As far as I know, that entire building that houses the Y is unnamed. Why not name the building Arthur Grossman Building? Or a room in the building for him? Or another part of the complex? Just a suggestion.

Thank you for your time.

Respectfully,

Deb Fox

Deb Williams

From: cmattinen@sbcglobal.net
Sent: Monday, December 16, 2019 3:42 PM
To: Deb Williams
Subject: Naming of Park in Everett

Dear Council Member Williams,
I understand that you are looking into naming some parks in the City of Everett at tomorrow night's meeting. I understand there are three names recommended by the Historic Commission and other citizens of Everett. I hope you will consider naming one of the parks after a great female citizen of Everett, Emma S. Yule.

Thank you for your consideration.

Sincerely,
Cheryl Davis
Residence of Everett
Cultural Arts Commissioner

Dec. 14, 2019

Dear City Council,

I urge you to make a decision about the park name on Colby immediately. I agree there should be a "process" but from what I know, we already have gone through the process that currently exists. The city council has three names recommended by the Historic Commission and citizens of Everett.

At some later point, another process can be determined if needed. For example, on what basis is a park named, or what criteria. But now, the Y is open, and the park still remains unnamed. It is time to move forward.

I am appealing to the council members to search their hearts and minds each of the three names submitted, and choose the one that provides the most benefit to the city as a whole.

Choose the name of a **woman**, who was right there in Everett's creation.

Choose Emma S. Yule. She was a primary educator in Everett's history. Naming the park after her not only honors her; it keeps a positive connection to Everett's school district, the former owners of that very land on which the park sits.

I urge the council to choose a name that changes landscape of "old" Everett and says that we honor the diverse founders of our city. -Choose the name that shows the world we value women's contribution in history, and that we are an inclusive, forward-thinking city.

In my mind, the council has three deserving names. I ask you choose the one that best serves the entire city, not just a neighborhood or group or organization.

I ask you to choose a name that says what Everett is as a city and reflects our values.

Let's not lose this precious opportunity to finally honor Emma S. Yule.

Thank you for your time,

Deb Fox

Deb Williams

From: Deb Williams
Sent: Monday, December 16, 2019 10:24 AM
To: DL-Council; Cassie Franklin; Nick Harper; Lyle Ryan; Lori Cummings; Sharon Fuller
Subject: FW: Naming of new park

-----Original Message-----

From: Renee Curtis <pharm_gal@yahoo.com>
Sent: Sunday, December 15, 2019 11:03 PM
To: Deb Williams <DWilliams@everettwa.gov>
Subject: Naming of new park

City Council Members -

I am writing to discuss the naming of the new Everett Park. My understanding is that there are three very worthy names on the short list but I would like to urge the choice be Emma Yule.

This seems to be the perfect choice given that Ms. Yule was an educator and the land that the park now resides used to belong to the school district.

I am sure you already know that Emma Yule was a teacher and then principal finally becoming the first female superintendent of Everett School District.

She is also interred at the Evergreen Cemetery.

I cannot think of a better way to honor the life of this historic Everett icon than to name the new park after her.

Thank you for your consideration.

Sincerely,

T. Renee Curtis

Deb Williams

From: Deb Williams
Sent: Monday, December 16, 2019 10:23 AM
To: DL-Council; Cassie Franklin; Nick Harper; Lyle Ryan; Lori Cummings; Sharon Fuller
Subject: FW: Vote YES for Yule!

From: Terra Patterson <terrampatterson@gmail.com>
Sent: Monday, December 16, 2019 12:19 AM
To: Deb Williams <DWilliams@everettwa.gov>
Subject: Vote YES for Yule!

Dear City Council,

I am excited to write and urge you to make a decision about the park name on Colby soon. We have gone through the process that currently exists, and three names recommended by the Historic Commission and citizens of Everett.

I am appealing to the council members to choose the one that provides the most benefit to the city as a whole. I ask you choose the one that best serves the entire city as a whole.

Please, choose the name of a **woman** who was right there in Everett's creation. Emma S. Yule was a primary educator in Everett's history. Naming the park after her not only honors her; it keeps a positive connection to Everett's school district, the former owners of that very land on which the park sits.

I urge the council to choose a name that honor the diverse founders of our city. Let's celebrate the value of women's contribution in history, and that we are an inclusive, forward-thinking city.

Thank you for your consideration,

Terra Patterson

--

Terra "TMo" Patterson
www.tmoniquechic.com
904-568-6901

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Deb Williams

From: Deb Williams
Sent: Monday, December 16, 2019 10:23 AM
To: DL-Council; Lori Cummings; Lyle Ryan; Cassie Franklin; Nick Harper
Subject: FW: Emma Yule Park naming

-----Original Message-----

From: J Flynn <jflynn1713@gmail.com>
Sent: Monday, December 16, 2019 7:29 AM
To: Deb Williams <DWilliams@everettwa.gov>
Subject: Emma Yule Park naming

Dear Council Members,

I am writing to the City Council of Everett in support of the naming of the park on Colby in honor of Emma Yule, the first teacher and woman principal and superintendent. She has such an interesting and groundbreaking history, as you are aware. I love the idea of naming a park for her - not only as her historic role as a woman leader in Everett, but the fact that a park, where children play, would be named after a teacher. In this way the city of Everett would honor all teachers and students of the city.

My friend Deb Fox has been spreading the story of Everett and Ms. Yule's contribution, and I am happy to support her in this endeavor. We should strive to bring women's history in the Northwest to the forefront, and naming this park for Emma Yule would do just that.

Thank you for your consideration,

Jenny Flynn
Everett, WA

Deb Williams

From: Margaret Riddle <theriddles@msn.com>
Sent: Sunday, December 15, 2019 11:43 AM
To: Deb Williams
Subject: Emma Yule Park

I'm writing to support naming the Y park on Colby after early "rock star" educator Emma Yule who contributed significantly to making the fledgling Everett townsite into a functioning city. Celebrations last year and this have focused on Everett's beginning years. Women played an important part in this early development from forming the Everett library to establishing hospitals, schools, homes and churches and while articles have honored their work, there is little physical evidence to show this.

As onetime Historian in the Everett Public Library's Northwest Room, I would love to see Emma honored for her contributions. It would also be perfect timing to honor her as Larry O'Donnell was the local Historian who first brought attention to Yule and her family and it would be a tribute to him as well. See https://snohomishwomenslegacy.org/wlp_51_Yule.html

Sincerely,

Margaret Riddle
Staff Historian HistoryLink.org
Past Historian Everett Public Library's NW Room

Deb Williams

From: Chase Dermott <chasedermott@gmail.com>
Sent: Sunday, December 15, 2019 9:13 AM
To: Deb Williams
Subject: Emma Yule Park

Good morning! I'd like to show my support for naming a park after Emma Yule. Her contributions to the city and the school district are indisputable and it's time for her accomplishments to be recognized and celebrated.

Thank you!

Chase Dermott

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Resolution Naming the Proposed Park Adjacent to the YMCA Located at 4730 Colby Avenue "Arthur Grossman Memorial Park"

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

COUNCIL BILL # _____
 Originating Department Planning
 Contact Person Kembra Landry
 Phone Number 425-257-7155
 FOR AGENDA OF August 22, 2018

Initialed by:
 Department Head _____
 Administration _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
4730 Colby Avenue		Proposed Naming Resolution, Resolution No. 6537, Park Map	Planning, Parks

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

DETAILED SUMMARY STATEMENT:

Pursuant to the City's Naming Policy, the City Administration initiated a proposal to name a proposed neighborhood park adjacent to the YMCA located at 4730 Colby Avenue "Glacier View Neighborhood Park." After public comment, a hearing before the City's Historical Commission, and a recommendation from the Board of Parks Commissioners, the Historical Commission has recommended to name the park "Arthur Grossman Memorial Park." City Council is to hold a public hearing on the proposed name followed by action on the resolution.

RECOMMENDATION:

Adopt a Resolution naming the Proposed Park Adjacent to the YMCA Located at 4730 Colby Avenue "Arthur Grossman Memorial Park."



RESOLUTION NO. _____

A RESOLUTION Naming the Proposed Park Adjacent to the YMCA Located at 4730 Colby Avenue “Arthur Grossman Memorial Park”

WHEREAS, in September 2012 City Council adopted Resolution No. 6537, A Resolution Establishing a Policy on Public Place Names and Name Changes, which authorizes City Council to designate the names of city buildings, streets, public places, facilities and natural features by resolution; and

WHEREAS the policy specifies that the Mayor, a City Council member or any citizen or interested group may request the naming of a public building or facility, and the Historical Commission shall coordinate with other advisory bodies within the City, provide a public review process, and forward a recommendation to the City Council; and

WHEREAS, directly adjacent to the future site of the Everett YMCA at 4730 Colby Avenue, the city has acquired undeveloped land intended to be used as a community park; and

WHEREAS, this vacant land has never been officially named by the city of Everett; and

WHEREAS, On March 7, 2018, Mayor Franklin received a proposal from Lori Cummings, City of Everett Parks and Community Services Director, proposing to name the park “Glacier View Neighborhood Park” to indicate that it is a neighborhood park within the boundary of the Glacier View Neighborhood; and

WHEREAS, a public hearing on the proposed name was held before Historical Commission on June 26, 2018, and three names were selected to be considered for recommendation at the July 24th, 2018 Historical Commission meeting; and

WHEREAS, the Board of Parks Commissioners met on July 10th, 2018 and made a recommendation to the Historical Commission to name the park “Art Grossman Memorial Park”; and

WHEREAS, the criteria in the naming policy to be used by City Council in making a decision include Criterion I, which states, “{A} proposed name...may be attributed to a living or deceased person (one or more years)... if there is a specific connection to the property and if the person or entity has enhanced the quality of life within the city.”; and

WHEREAS, Dr. Arthur S. Grossman (1946 – 2017) held a professional career in the medical field as well as serving on the City of Everett Parks Board and taught classes at the Everett YMCA, providing sufficient accomplishments to meet the sub-criteria of Criterion I; and

WHEREAS, the Historical Commission held a regular meeting on July 24th, 2018 and made a recommendation to the City Council to name the park “Arthur Grossman Memorial Park”;

NOW, THEREFORE, BE IT RESOLVED:

1. The Everett City Council concurs with the Everett Historical Commission's recommendation to name the proposed park "Art Grossman Memorial Park"; and
2. The park outlined in the map attached hereto is hereby named "Art Grossman Memorial Park" in honor of Dr. Arthur Grossman's significance to the community and the City of Everett.

Councilmember Introducing Resolution

PASSED and approved by City Council this _____ day of September, 2018.

Council President

A 0.40 MI
 B 0.25 MI
 C 0.30 MI
 INTERURBAN
 TRAIL 0.30 MI

YMCA

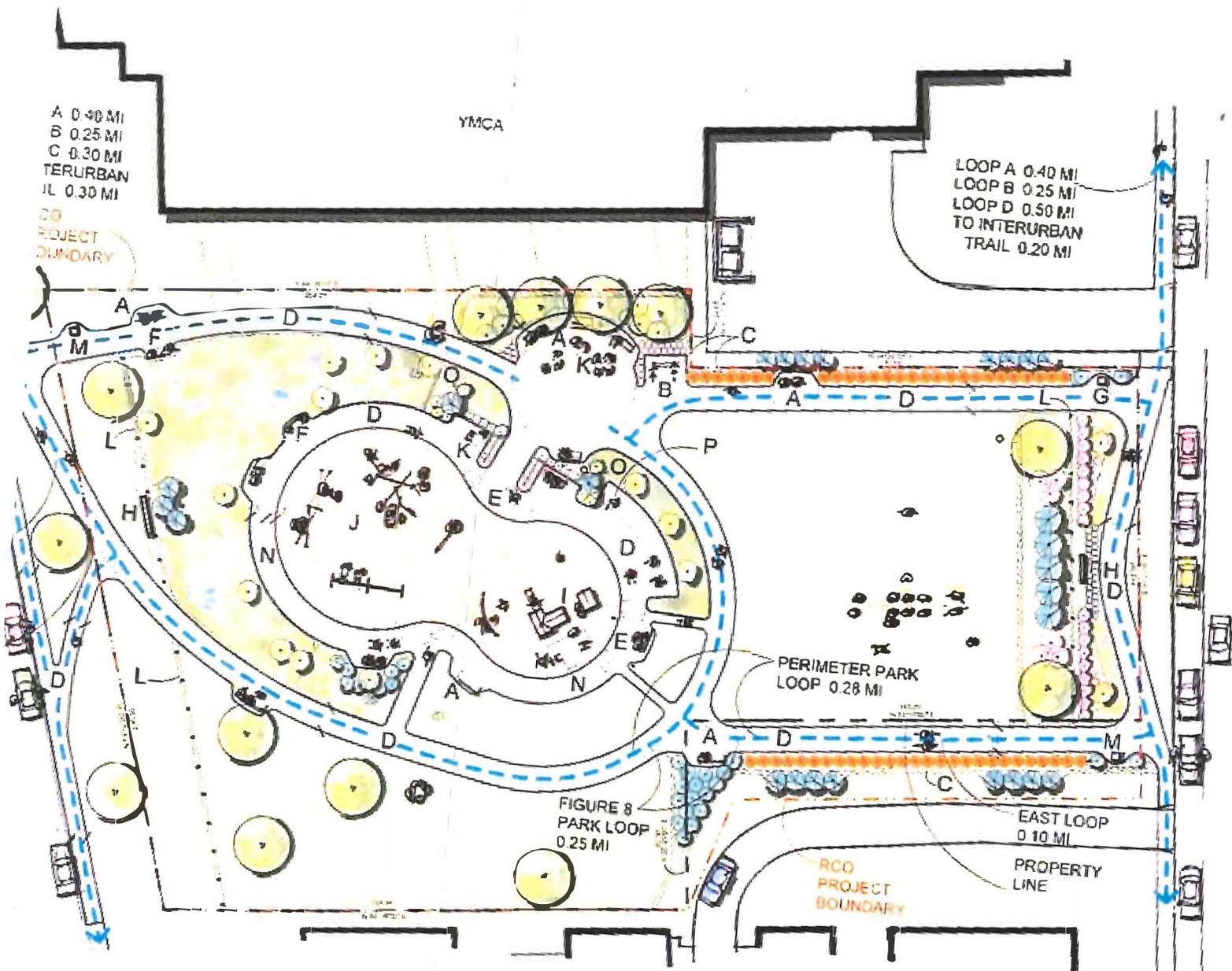
LOOP A 0.40 MI
 LOOP B 0.25 MI
 LOOP D 0.50 MI
 TO INTERURBAN
 TRAIL 0.20 MI

PARK TOTAL
 1.2 ACRES

RCO
 PROJECT
 BOUNDARY

PLAN LEGEND

- A. BENCH
- B. BICYCLE RACK
- C. CHAIN LINK FENCE
- D. CONCRETE PAVEMENT
- E. CROSSWALK
- F. INTERPRETIVE SIGN WITH BRAILLE
- G. MUTT MITTS
- H. PARK SIGN
- I. PLAY EQUIPMENT (RUBBER RESILIENT)
- J. PLAY EQUIPMENT (RUBBER RESILIENT)
- K. PRECAST CONCRETE TABLES
- L. PRECAST CONCRETE FENCE
- M. SOLAR TRASH COMPACTOR
- N. TRIKE TRACK
- O. WROUGHT IRON EXERCISE EQUIPMENT
- P. EXERCISE EQUIPMENT



DEVELOPMENT SITE PLAN

SCALE AS SHOWN





TO: City Council
FROM: Kembra Landry, Assistant Planner
DATE: August 24, 2018
RE: YMCA Park Naming

CC: Cassie Franklin, Mayor

Based on City Council input on August 22nd, the following background information on the public process and Historical Commission recommendation provided for consideration.

A. Proposal

City of Everett Resolution No. 6537 (*Attachment A*) establishes a formal policy on the process used to confer a specific name on a given city building, facility, structure, park, public place, natural feature or street within the city limits of the City of Everett or owned by the city.

Parks and Community Services Department Director, Lori Cummings, submitted a proposal (*Attachment B*) to the Mayor's Office on March 7, 2018, naming a proposed public park adjacent to the new YMCA location at 4730 Colby Avenue "Glacier View Neighborhood Park". The Mayor determined the request to be consistent with the naming policy and referred the request to the Historical Commission.

The proposal justified that the name fits a neighborhood park within the boundary of the Glacier View Neighborhood and addresses Criterion A, H, and I in Resolution 6537. No other city facility has a name similar to or duplicative of "Glacier View Neighborhood Park."

B. Historical Commission Briefing

Staff briefed the Historical Commission at their March 27th, 2018 meeting on the proposal. Commissioners held discussion. Proposed names discussed were Glacier View or Claremont. Historical Commissioner Jack O'Donnell mentioned speaking with residents of the neighborhood who were in opposition of the name Claremont. Chair Allan White mentioned location description was beneficial with Wetmore Theater Plaza. Discussion ensued. Commissioners agreed having public input would be helpful in the decision. (*Attachment C*)

C. Historical Commission Public Hearing and Public Process

The public hearing for the Historical Commission was scheduled for June 26th, 2018. Public comment was held prior to the hearing for 15 days. Citizens were also invited to provide comment at the hearing. In accordance with Resolution 6537, Communications, Parks, and Planning Staff coordinated a public input process that included the following notification efforts:

- Notice boards posted on site

- Postcards to property owners within 500' of the project site and additional interested parties identified by the Communications and Marketing Department
- Legal ad in the Herald
- Notification to the Council of Neighborhoods
- Press release from Communications and Marketing
- An online submission form to allow for residents to submit their comments, proposed park name, and residing neighborhood

During this public comment period, over 130 comments were submitted either directly to the project contact Kembra Landry, Assistant Planner, or through the online submission form. Of the comments received, 51 different names were proposed. Names that were submitted on multiple occasions were tallied and ranked in order of number of submissions.

The list of proposed names, ranked by number of submissions, was provided to the Historical Commission prior to the public hearing as part of the commission packet.

The Board of Parks Commissioners met on June 15, 2018 to discuss the naming process. No formal recommendation was made for the Historical Commission to consider at the public hearing.

At the hearing, public comments were provided in support of the proposed names Arthur Grossman and Emma Yule.

Historical Commissioners ended the hearing and began discussion. Chair Allan White asked for Commissioners to rank their top three names to be selected by majority and presented at the next Historical Commission for recommendation to the City Council. The top three names chosen were: Art Grossman, David Dilgard, and Emma Yule. (*Attachment D and Attachment E*)

D. Historical Commission Action and Recommendation to City Council

Following the selection of three names for action at the next Historical Commission meeting, the Board of Parks Commissioners met on July 10, 2018 to discuss a formal recommendation. The Board moved to recommend the name "Art Grossman Memorial Park" to the Historical Commission. (*Attachment F*)

The Historical Commission met on July 24, 2018 to take action on the proposed names and a recommendation to City Council. After considerable discussion on the appropriateness of the names and justifications for each, the Historical Commission moved to recommend "Arthur Grossman Memorial Park". The name was supported by the input from neighborhood residents and support from public comment, Dr. Grossman's volunteer and teaching efforts with the YMCA, and his role on the Board of Parks Commissioners. (*Attachment G*)

E. Criteria

Resolution 6537, Section 3, includes guidance criteria on naming proposals. Criterion I states the following:

Proposed name change may reflect the geographical location, historical or cultural significance, or natural or geological features, or, may be attributed to a living or deceased person (one or more years), civic organization, or commercial entity if there is a specific connection to the property and if the person or entity has enhanced the quality of life within the city.

The criterion states that enhancement of quality of life shall be determined by meeting one or more of additional sub-criteria. The nomination for Dr. Grossman was found to meet the conditions of the sub-criteria.

F. Next Steps

The public hearing initially scheduled for September 5, 2018 was delayed to accommodate further discussion. Staff requests that City Council consider the following and provide direction on action at a later time:

- a. *Amend Resolution No. 6537*: Table the proposed naming of the park adjacent to the YMCA and hold a General Government Committee of the City Council to amend Resolution No. 6537. Reschedule the proposed naming following the amendment and provide action on next steps for staff.
- b. *Maintain Resolution No. 6537*: Propose no changes to Resolution No. 6537 and move forward with one of the following options below.
 - i. *Option 1*: Hold a public hearing to discuss the top three names selected by the Historical Commission. Name considerations are: Arthur Grossman, Emma Yule, and David Dilgard.
 - ii. *Option 2*: Solicit new names from council for consideration and discussion, hold a public hearing, and take action on a new proposed name.
 - iii. *Option 3*: Solicit new names from the public prior to holding a public hearing and take action on a new proposed name.
 - iv. *Option 4*: Table the item for action until a later date when the park is closer to development.

Attachments:

- A. Resolution No. 6537, Naming Policy
- B. Parks Naming Proposal, March 3, 2018
- C. Historical Commission Agenda & Minutes Excerpt, March 27
- D. Proposed Park Names, Historical Commission
- E. Historical Commission Agenda & Minutes Excerpt, June 26
- F. Board of Parks Commissioners Minutes, July 10
- G. Historical Commission Agenda & DRAFT Minutes Excerpt, July 24
- H. Park Map and Rendering



Location: VAN VALEY HOUSE
2130 Colby Avenue, Everett, WA

Time: 6:30 p.m.

Date: Tuesday July 24, 2018

Meeting Agenda

1. Introduction of Commission
2. Citizen Comments
3. Commissioner Comments
4. Approval of Minutes for June 26, 2018
5. Additions to Agenda

6. Recommendation, Naming of Proposed Glacier View Park
Recommendation for naming the proposed Glacier View Park following June public hearing.

7. Commissioner Report, Commissioner Hall's Letter to the Everett School District Board

8. Chair Report, Metro Everett Letter to City Council

9. Discussion, 2018 Work Plan

10. Project/Permit Updates

11. Future Agenda Items

12. Other Business

13. Adjourn

Staff Contact: David Stalheim 425.257.8736 / dstalheim@everettwa.gov
Kembra Landry 425.257.7155 / klandry@everettwa.gov

We strive to provide special accommodations for individuals with disabilities. Please contact our office three business days before the meeting if special accommodations are needed. The City is in compliance with Title VI of the Civil Rights Act of 1964 and Restoration Act of 1987 and related statutes and regulations in all its programs and activities.

**Everett Historical Commission
DRAFT Minutes - EXCERPT
July 24, 2018**

Members Present	Members Excused	Speaking Visitors	City Staff
Jack O'Donnell		Jean Satti-Hewat	Allan Giffen
Andrea Tucker		Sherry Steele	Kembra Landry
Arnold Morrison		Mary Dean	
Dave Ramstad			
Allan White			
Glenn Hunter			
Laura Cameron-Behee			
William Vincent			
Patrick Hall			
Neil Anderson			
Steve Fox			

RECOMMENDATION, NAMING OF PROPOSED GLACIER VIEW PARK

Assistant Planner Landry gave a staff presentation on the staff report and background naming proposal.

Chair White opened discussion by mentioning the article in the Herald on the process and his discussion with YMCA members on Dr. Grossman's role as a professional and community member.

Commissioner Ramstad moved to nominate Emma Yule; **Commissioner Fox** seconded.

Commissioner Cameron Behee inquired about the reasoning for the nomination of Emma Yule. **Commissioner Ramstad** stated it was due to her stature in the City of Everett as the first teacher, first principal, first graduate of Everett High School and her dedication to education through her life, her feminism, and role as an educator.

Commissioner Tucker inquired if the name was better suited for the Everett School District. She stated that Art Grossman was more appropriate name due to his heavy involvement with the YMCA, teaching classes and volunteering his time.

Commissioner Ramstad voiced concern with not knowing Dr. Grossman's role in the community and concerns regarding his connection with the YMCA. He stated he did not want the park to be seen as a YMCA controlled park, but a city park.

Commissioner O'Donnell asked for confirmation that Dr. Grossman received the most votes from the public comment period. **Assistant Planner Landry** confirmed that he did. **Commissioner O'Donnell** stated that if the city is reaching out to the public via surveys, that the responses should be reviewed and mentioned the support from the Parks Board on their recommendation for Dr. Grossman.

Commissioner O'Donnell inquired about the public input process. **Assistant Planner Landry** stated that staff created an online form for submissions so that citizens could enter their information and suggestions. **Commissioner O'Donnell** inquired if the public was aware of the results of those submission. **Assistant Planner Landry** stated that the results were discussed at the last meeting as well as mentioned in the Herald article. **Commissioner O'Donnell** stated that when public comment is provided, the Commission should take a close look at those responses.

Commissioner Fox discussed the three names proposed. David Dilgard should have a more appropriate naming other than a park, something more aligned with history. Art Grossman, while important to the YMCA, should be named for one of the buildings of the YMCA instead. Emma Yule, during Everett's 125 Year Celebration and on former school grounds, would be appropriate for the park naming. He stated that it was time that a prominent woman of Everett be acknowledged in the city.

Commissioner Hall stated that he agreed that David Dilgard be named for something more appropriate and that this is the same for Emma Yule. The public has spoken that they want Dr. Grossman and there is a clear connection.

Commissioner Anderson stated that he wanted to advocate for Dr. Grossman as well. All names were excellent suggestions, but Emma Yule would be appropriate for a school building, possibly the new headquarters or high school.

Commissioner Hunter stated that he wanted to hear from the neighborhood. Dr. Grossman did come from suggestions within Glacier View neighborhood and being mindful of those considerations. **Commissioner Tucker** stated that the neighborhood association is not active and she talked with the Council of Neighborhoods on July 23rd. Discussion at the meeting was that he lived around the area and his medical profession.

Commissioner O'Donnell talked about the houses that face the property and the residents felt strongly about not having the park named Claremont Park; it would convey a perception that it was tied to the former shopping center.

Chair White asked for any additional comments. Hearing none, he moved for a vote on the motion for Emma Yule. Motion failed.

Chair White opened the floor for another motion.

Commissioner Tucker made a motion for Art Grossman; discussion ensued on the appropriate title of the park and using his full name.

Chair White restated the motion to be Arthur Grossman Memorial Park;
Commissioner Anderson seconded.

Chair White asked for any comments. He stated that in discussion with members of the YMCA and other citizens, there has been support of Art Grossman.



NOTE: MEETING LOCATION FOR JUNE HAS CHANGED

Location: 8TH FLOOR HEARING ROOM, WALL STREET BUILDING
2930 Wetmore Avenue, Everett, WA

Time: 6:30 p.m.

Date: Tuesday June 26, 2018

Meeting Agenda

1. Introduction of Commission
2. Public Hearing on Naming of Proposed Glacier View Park
Hearing and recommendation for naming the proposed Glacier View Park.
3. Citizen Comments
4. Commissioner Comments
5. Approval of Minutes for May 22, 2018
6. Additions to Agenda
7. Discussion, Metro Everett Letter
Follow up from motion tabled during May 22, 2018 meeting.
8. Project/Permit Updates
9. Future Agenda Items
10. Other Business
11. Adjourn

Staff Contact: David Stalheim 425.257.8736 / dstalheim@everettwa.gov
Kembra Landry 425.257.7155 / klandry@everettwa.gov

We strive to provide special accommodations for individuals with disabilities. Please contact our office three business days before the meeting if special accommodations are needed. The City is in compliance with Title VI of the Civil Rights Act of 1964 and Restoration Act of 1987 and related statutes and regulations in all its programs and activities.

**Everett Historical Commission
Minutes - EXCERPT
June 26, 2018**

Members Present	Members Excused	Speaking Visitors	City Staff
Jack O'Donnell	Steve Fox	Jean Satti-Hewat	David Stalheim
Andrea Tucker	Neil Anderson	Heather Wallace	Kembra Landry
Arnold Morrison		Chester Craig	Lori Cummings
Dave Ramstad		Elizabeth Person	
Allan White		Gary Nelson	
Glenn Hunter			
Laura Cameron-Behee			
William Vincent			
Patrick Hall			

PUBLIC HEARING

Assistant Planner Landry gave a staff presentation on the naming proposal. Staff has included a recommendation in the Commission packet for three names to be chosen and voted on at the next meeting. Following no questions from Commissioners, **Commissioner Hunter** made a motion to open the public comment period. **Commissioner Tucker** seconded the motion.

Chester Craig, citizen, spoke on the management and maintenance of parks.

Heather Wallace, citizen and resident of Glacier View Neighborhood, read a letter supporting the nomination of Art Grossman for the proposed naming.

Elizabeth Person, citizen, read a letter from Deb Fox nominating Emma Yule for the proposed naming.

No further comments were submitted. **Commissioner Ramstad** made a motion to close the public comment period. **Commissioner Cameron-Behee** seconded the motion.

Chair White asked that the Commissioners rank their top three proposed names to be selected by majority and presented at the next meeting for recommendation to the City Council.

The top three names chosen for recommendation were: Art Grossman, David Dilgard, and Emma Yule.

This ended the public hearing.

CITY OF EVERETT BOARD OF PARK COMMISSIONERS

Tuesday, July 10, 2018

6:00 PM

Spruce Hall

Chair Megan Burger called the meeting to order at 6:01 PM.

Board members present: Chair Megan Burger, Pamela Gerla, Linda War Bonnet, Michael Yates and Tom Norcott

Staff present: Lori Cummings, Parks Director; Mark Harrison, Capital Planning Manager

Review and Acceptance of Minutes: Chair Burger asked for acceptance of the meeting minutes from June 12, 2018. Motion/Second/Approved (**m/s/a**) to accept the minutes from June 12, 2018.

Acceptance of Meeting Agenda: Chair Burger asked for acceptance of the agenda as presented. Motion/Second/Approved (**m/s/a**) to accept the agenda for July 10, 2018 as presented.

Member Reports

Member reports were skipped to expedite the agenda and initiate the Park Tour.

Director Report

Director declined an opportunity to report to expedite the Park Tour.

Citizen Comments – One member of the public commented that she was in support of naming the new park after Art Grossman.

Recommendation Item

Discussion followed on the three names the Historical Commission is considering for the new park adjacent to the future YMCA at 47th and Colby.

M/S/A to recommend the name “Art Grossman Memorial Park” to the Historical Commission.

Meeting Adjourned @ 6:15 pm. All Commissioners present attended the Park Tour.

Next meeting: September 11, 2018 at the Everett Animal Shelter.

Respectfully submitted,
Lori Cummings
Parks and Community Services Director



Location: Van Valey House 2130 Colby Avenue Everett, WA

Time: 6:30 p.m.

Date: Tuesday March 27, 2018

Meeting Agenda

1. Introduction of Commission
2. Citizen Comments
3. Commissioner Comments
4. Approval of Minutes for February 27, 2018
5. Additions to Agenda

6. Discussion, Naming Proposal
Glacier View Neighborhood Park

7. Discussion, 2601 Virginia Ave.
Detached Accessory Dwelling Unit and SFR Addition

8. Recommendation for COA, 1332 Rucker Ave.
Proposed Renovation Work, Everett Register Property

9. Everett Register Discussion

10. CLG Walking Tour

11. Project/Permit Updates

12. Future Agenda Items

13. Other Business

14. Adjourn

Staff Contact: David Stalheim 425.257.8736 / dstalheim@everettwa.gov
Kembra Landry 425.257.7155 / klandry@everettwa.gov

We strive to provide special accommodations for individuals with disabilities. Please contact our office three business days before the meeting if special accommodations are needed. The City is in compliance with Title VI of the Civil Rights Act of 1964 and Restoration Act of 1987 and related statutes and regulations in all its programs and activities.

Public Comment Proposed Names	Number of Public Submissions	Hearing Submissions	Historic Commissioner Votes
Art Grossman	33		7
David Dilgard/Dilgard Memorial Park/Everett David Dilgard Park	21	1	6
Glacier View Park	9		4
Colby Corner/Colby Park/Everett Colby Park	3		
Emma Yule Park	3	1	9
Parky McParkface	3		
Couture Park/Randy "The Natural" Couture Park	2		
Helen Jackson	2		
Lushootseed Park	2		
Shingle Weavers Park	2		
The "Y" Park	2		
Admin Park	1		
Big Hill Park	1		
Blythe	1		
Bob Hayes Memorial Park	1		
Brick Town	1		
Carol Kaye Park	1		
Cascade View Park	1		
Claremont Park	1		
Coker Hilltop Park	1		
Donald Trump Park	1		
Eagle Peace Park	1		
East View Park	1		
Four Core Park	1		
Generations	1		
Glacier View Hope	1		
Herfy's Park	1		
Hilltop Hideaway	1		
Jackson-Dilgard Community Park	1		
Joyce Ebert	1		
Joyce Ebert Memorial Park	1		
Legacy Park	1		
Lew Ramstad Park	1		
Lisa Greenum Park	1		
Loggins Park	1		
Mayor Ray Stephenson Park	1		
McChesney Park	1		
Mill Town Park	1		
No Needles Park	1		
Park-way to the Glacier Zone	1		
Pea Taep Park	1		
Port Gardner Park	1		
Positivity Park	1		
Raven and Crow's Potlatch Park	1		
Ruckby Hilltop Park	1		
Sea Acre Park	1		
Serenity Space	1		
Solie Square	1		
Village Park	1		
Wakinda Park	1		
Youth Gardens	1		



Parks and Community Services, Senior Center

To: Cassie Franklin, Mayor
Cc: Lyle Ryan, Chief of Staff & Paul Kaftanski, Executive Director
From: Lori Cummings, Parks and Community Services Director 
Date: February 26, 2018
Subject: Naming of the potential YMCA park property

Proposed Name

The proposed project to develop a park on property anticipated to be donated to the city is currently funded through the City's CIP 3 program and eligible to apply for grant funding through the Washington State Recreation and Conservation Office (RCO). The preliminary applications are due May 1, 2018 and the technical completions are due to RCO on July 13, 2018. It is advantageous to determine a park name prior to the technical completion date for the grant application. If the partnership agreement is approved the park project is anticipated to be complete no later than December 30, 2020. The department will list it in our recreation guide and on its capital inventory list. Similar to all other active public gathering places managed by the department, a name for the park is appropriate.

The proposed name for this proposed new park is "Glacier View Neighborhood Park".

General Rationale

The name "Glacier View Neighborhood Park" suggests to the general public that it is a neighborhood park within the boundary of the Glacier View Neighborhood. It is sufficiently short to be effective in the placement of its name on general informational/marketing materials. And the proposed name is explanatory regarding what the open space is – a neighborhood park. No other City facility has a name similar to or duplicative of "Glacier View Neighborhood Park".

Resolution No. 6537

City council adopted resolution 6537 (a policy on public place names) on September 5, 2012. The policy requires that requests for naming a public place, including a park, be submitted to the Mayor for a determination regarding the proposed name's consistency with this policy. Below is an explanation regarding the proposed name and its consistency with the policy:

- 1) Criterion A: consistent because it is in advance of the completion of the park's construction;
- 2) Criteria B, C, D, E, F, G: not applicable;
- 3) Criterion H: consistent (see general rationale above);
- 4) Criterion I: consistent. May reflect the geographic location.



Administration

MEMORANDUM

TO: David Stalheim

FROM: Mayor Cassie Franklin *CF*

RE: Potential Park Naming

DATE: March 7, 2018

The attached recommendation was received from Parks and Community Services Director, Lori Cummings. Per the procedures of Resolution No. 6537, which establishes the City's policy on public place names, I have reviewed and notified the City Council of her request

As the City Liaison to the Historical Commission, please present this request to the commission for their review and recommendation.

Cc: Kembra Landry
Allan Giffen



**A RESOLUTION ESTABLISHING A POLICY ON
PUBLIC PLACE NAMES AND NAME CHANGES
AND REPEALING RESOLUTION NO. 5865
AND COUNCIL BILL #763-76**

WHEREAS, the City Council finds the following:

1. The City of Everett has many public facilities used for a variety of public purposes.
2. Everett has a long history of citizen involvement, including citizens who have unselfishly contributed their time, talents, energy and resources to make Everett a better place to live, work, visit and enjoy.
3. The City has a tradition of naming public facilities for citizens who have made outstanding contributions to the community.
4. The City desires to establish a predictable process for establishing or changing the name of public facilities within the City.

NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES THE FOLLOWING:

Section 1: Policy

A formal policy is hereby adopted establishing the process used to confer a specific name on a given City building, facility, structure, park, public place, natural feature or street within the City limits of the City of Everett or owned by the City. This policy also applies in reviewing or preparing the City's official comments or recommendations to State, Federal and/or intergovernmental boards taking actions regarding geographic names, naming or renaming.

The City Council shall designate the names of any City building, facility, structure, park, public place, natural feature or street by resolution. Prior to any final action by the City Council, any proposal made by the Mayor, City Council member or any citizen or interested group shall be reviewed, and recommendations made to the City Council through the following procedures.

Section 2: Procedure

A. The Mayor, City Council member or any citizen or interested group may request the naming or renaming of a City building, facility, structure, park, public place, natural feature or street. Requests must be made in writing to the Mayor's Office, accompanied by sufficient information to demonstrate how the proposal complies with the provisions of this policy. Upon receipt of the request, the Mayor's Office shall provide notification of the request to the City Council; the Historical Commission; the Parks Commission for requests involving parks; the Transportation Advisory Committee for requests involving streets; and such other advisory bodies including the Cultural Commission as appropriate to the request

B. The Mayor's Office will review the request and if it determines the request is inconsistent with this policy, it shall forward the request to the City Council with a recommendation to deny the request. Upon reviewing the recommendation from the Mayor's Office, the City Council will have the prerogative of denying the request or directing the request to the Historical Commission for further consideration. When directed to the Historical Commission, Council will provide an explanation of its reasons for sending it to the Commission. If the Mayor's Office determines the request is consistent with this policy, then it will refer the request to the Historical Commission.

C. The Historical Commission shall have primary responsibility for coordinating public review of all requests for naming or renaming of a City building, facility, structure, park, public place, natural feature or street. The Historical Commission shall solicit recommendations from other advisory bodies within the City as appropriate and coordinate public involvement and review of such requests with that body.

D. The Historical Commission shall provide notice as set forth in review process V, as defined in EMC Chapter 15.24, before taking action on any naming or renaming of a City building, facility, structure, park, public place, natural feature or street. Following its public process, the Historical Commission shall forward a recommendation to the City Council.

E. In all cases, the City Council will have the prerogative to take final action, approving, denying, changing or remanding the request back to the Historical Commission for further review. Such a remand may be pursued only if the City Council finds that an error in the process occurred at the Historical Commission hearing(s) or if the City Council determines that significant new information has been made available since the time of the Historical Commission process, which would likely have affected the Historical Commission's recommendation. In the event of a remand, the Council will provide an explanation of its reasons for returning it to the Commission.

F. The City Council, upon receipt of a recommendation from the Historical Commission, shall hold a public hearing prior to any final action.

G. The City Council shall take action by resolution on the naming or renaming.

H. The Mayor, upon approval of the naming or renaming action by the City Council, shall implement names or name changes of City buildings, streets, public places, facilities, and/or natural features. The Mayor shall notify those who have submitted the suggestion as well as other appropriate offices and agencies. Upon City Council denial of a name or name change, the Mayor shall notify those who sponsored the name change.

I. The Mayor will notify the Historical Commission of any approval or denial action taken by the City Council.

Section 3: Eligibility and Criteria

Recognizing that the naming or renaming of a City building, public place, facility, structures, parks or natural feature or the renaming of a City street should be approached cautiously with forethought and deliberation, the following criteria are established. The Historical Commission and City Council shall consider the criteria stated herein as guidance in making a decision:

A. In the development or purchase of a City facility, the address designation shall be used until the formal naming of the public facility. Whenever possible, naming shall be made prior to completion of construction or purchase of the facility.

B. Naming of new streets during the platting or other land use process need not follow this policy pursuant to EMC 13.44. This policy shall be used for changing the name of existing streets. Attention should be paid to maintaining sequential, numerical, alphabetical, and historical naming patterns when considering any street name changes.

C. Street names, plats, specific sites and places and natural features indicated on general usage maps for fifty years or more should only be changed under exceptional circumstances.

D. Renaming proposals of a City building, street, public place, facility, structure, park or natural area that has already been attributed to a person shall not be considered unless it is found that continued use of their name would not be in the best interest of the community.

E. This policy shall not preclude a specific City building, public space, facility, structure, park or natural area that has been officially named pursuant to this policy from being included in a larger grouping of properties or district that has a different name for the larger grouping of properties or district.

F. Portions of a City building, street, public space, facility, structure, park or natural area may have another name than that of the entire location, for example, the "Mark Nesse Reading Room" at the Everett Public Library.

G. Historical names placed on designated landmarks, such as the "Culmback" building, listed on the Everett Register of Historical Places, the Washington State Register of Historic Places or the National Register of Historic Places should not be changed unless it is found that a more historically significant name is warranted. Changes to facilities listed on historic registers must also comply with relevant state and federal regulations and processes.

H. Proposals shall be reviewed to avoid duplication, confusing similarity or inappropriateness.

I. Proposed name change may reflect the geographical location, historical or cultural significance, or natural or geological features or, may be attributed to a living or

deceased person (one or more years), civic organization, or commercial entity if there is a specific connection to the property and if the person or entity has enhanced the quality of life within the city. Enhancement of the quality of life within the City shall be determined by meeting one or more of the following criteria:

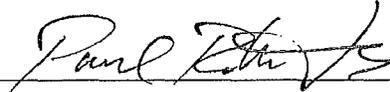
1. Involvement in a leadership role in civic organizations which are devoted to community improvement.
2. Assistance to the underprivileged, economically disadvantaged, physically and/or developmentally disabled.
3. Actively promoted and directed community events and activities which have clearly added to the enrichment of the quality of cultural life within the community.
4. Actively promoted and implemented youth programs and activities within the community.
5. Actively promoted and implemented senior citizen programs and activities within the community.
6. Assumed an active leadership role in developing and implementing programs directed to the improvement of the visual aesthetic appearance of the community at the commercial, public or residential level.
7. Assumed an active leadership role in developing programs and/or facilities for collecting, promoting and retaining aspects of the natural or historical heritage of the community.
8. Assumed an active leadership role in developing programs and facilities directed toward the improvement of community social and health needs as well as programs directed toward humanitarian purposes
9. Assumed an active leadership role in developing programs or public facilities directed toward the physical improvement or economic well-being of the community.
10. Made a significant direct financial grant to the City for purposes of developing any of these locations.

Section 4: Council Action.

The City Council, after consideration of the criteria in Section 3 and public comment, may elect to name or rename any City building, public place, facility, structure, park or natural feature or rename a street contrary to the provisions of this policy if it determines there is sufficient reason to take such action. Such action by Council shall be by resolution.

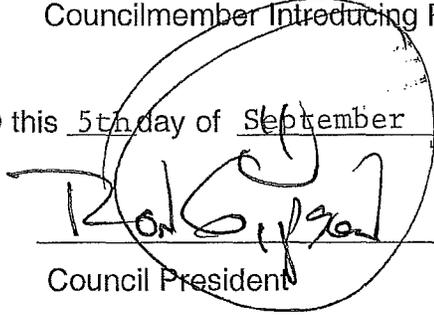
Section 5: Repealer.

Resolution No. 5865 and Council Bill # 763-76 are hereby repealed.



Councilmember Introducing Resolution

PASSED and APPROVED this 5th day of September, 2012



Council President



Project title: A Resolution to adopt the Planning Commission’s recommended Climate Action Plan

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

1/29/2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

City of Everett 2020 State Legislative Agenda and accompanying narrative

Department(s) involved:

Administration

Contact person:

Bob Bolerjack

Phone number:

425.257.8727

Email:

bbolerjack@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: A Resolution adopting the Planning Commission’s recommended Climate Action Plan

Project:

Partner/Supplier : Cascadia Consulting Group

Location:

Preceding action:

Fund:

Summary statement:

The City Council tasked the Planning Commission with developing a City of Everett Climate Action Plan for recommendation to the Council. Following public outreach and two public hearings, the Planning Commission on Dec. 3 recommended a Climate Action Plan for Council adoption. This resolution would adopt that plan.

Recommendation:

Adopt a Resolution adopting the Planning Commission’s recommended Climate Action Plan.



RESOLUTION NO. _____

A RESOLUTION to adopt a City of Everett Climate Action Plan

WHEREAS,

1. Climate change presents an existential threat to human existence on the planet, and impacts from climate change are being realized at global, national, regional and local levels; and
2. Necessary responses to climate change include reducing greenhouse gas emissions (mitigation), responding to impacts such as increases in temperature, storm events, fires, and sea level (adaptation), and developing a green economy based on clean energy; and
3. The Everett City Council believes the policies set forth in the City's Climate Change and Sustainability Element of the Comprehensive Plan should be implemented; and
4. The Everett City Council adopted Resolution No. 7359 on April 3, 2019 requesting the Planning Commission prepare a Climate Action Plan for the City of Everett; and
5. The City hired a consulting firm with experience in writing Climate Action Plans in August 2019 to work with the Planning Commission, staff and the public to draft a city-wide Climate Action Plan with a focus on identifying a menu of mitigation and economic actions to lower greenhouse gas emissions; and
6. The Planning Commission was briefed on aspects of the Climate Action Plan on September 3 and October 15, 2019; and
7. City staff and the consultant team held a public open house on October 15, 2019 to present draft targets, strategies and actions to address climate change; and
8. A presentation of the draft Climate Action Plan and public hearing was held on December 3, 2019 at which time testimony of the consultant, City staff and the public was heard; and
9. The Planning Commission approved a draft Climate Action Plan (CAP) by Planning Commission Resolution 19-16 and determined that the CAP meets the requirements specified in the City Council Resolution No. 7359.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

The City of Everett Climate Action Plan as set forth in attached Exhibit A is hereby adopted by the Everett City Council.

The City Council and Administration will develop recommendations and policy actions from the Climate Action Plan and Comprehensive Plan addressing mitigation, adaptation and green economic development. These will include actions that can be implemented in FY 2020, and actions requiring longer term development and appropriate budget considerations for FY 2021 and beyond. The Council directs the General Government Subcommittee to work with Administration to develop such recommendations and report back to the full Council as soon as practical.

The City Council and Administration recognize that responding to climate change requires coordination with other entities including local, regional and state governments, private sector and higher education. The City will work with other public and private organizations in developing policy recommendations and actions.

Councilmember introducing resolution
Paul Roberts

Passed and approved this _____ day of January, 2020.

Judy Tuohy, Council President

Scott Bader, Councilmember

Jeff Moore, Councilmember

Scott Murphy, Councilmember

Brenda Stonecipher, Councilmember

Liz Vogeli, Councilmember

14

Project title: Resolution declaring Climate Emergency and calling for actions to restore a safe Climate.



Council Bill #

Project: Climate Emergency Resolution

Agenda dates requested:
1-29-20

Partner/Supplier :

Location: City wide

Preceding action: 1-8-20, 1-22-20

Fund:

- Briefing
- Proposed action
- Consent
- Action X
- Ordinance
- Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Department(s) involved:

Contact person:

P Roberts

Phone number:

425 257 8703

Email:

Proberts @everettwa.gov

Initialed by:

Department head

Administration

Council President

City Council Agenda Item Cover Sheet

Project summary statement:

The Everett City Council finds that climate change poses an **existential threat to public health, safety and welfare**, in Everett, Washington State, the United States and across the globe. The **emergent nature of this threat requires immediate and ongoing actions, including a transition to a clean energy economy, and mitigation and adaptation strategies.**

The Everett City Council recognize that responding to climate change **requires coordination** with other entities including local, regional and state governments, private sector, **higher education, labor and non-governmental organizations.** The City will work with other **public and private organizations** in developing policy recommendations and actions.

The Everett City Council will annually review these policy actions to **determine their potential** to reduce GHG emissions, respond to climate change, support sustainability, and **prescribe** such other measures as they may deem necessary. The City Council will seek **public involvement** in implementing climate action plans.

Recommendation (exact action requested of Council):

Adopt Resolution declaring a Climate Emergency and calling for actions to restore a safe climate.



A RESOLUTION DECLARING A CLIMATE EMERGENCY AND CALLING FOR ACTIONS TO RESTORE A SAFE CLIMATE

WHEREAS,

1. The greenhouse gas effect, trapping gases and warming earth's atmosphere, has been well documented for over 150 years; and
2. In 1896 Svant Arrhenius, a Swedish physicist and chemist who received the Nobel Prize for Chemistry in 1903, was the first to use basic principles of chemistry and physics to estimate how increases in carbon dioxide can increase Earth's temperature; and
3. In 1960 Dr. Charles David Keeling was the first to measure the progressive buildup of greenhouse gases in the atmosphere (the Keeling Curve), and alert the world to the possibility of anthropogenic global warming; and
4. Keeling's research documented atmospheric concentrations of carbon dioxide growing from 315 parts per million (ppm) in 1958 to 380 ppm in 2005, with increases correlated to fossil fuel emissions with a cumulative effect; and
5. Today carbon dioxide levels are in excess of 410 ppm, estimated by the National Oceanic and Atmospheric Administration to be the highest atmospheric concentrations of carbon dioxide in 3 million years, when earth's temperature was 2° to 3° Celcius (3.6° to 5.4° Fahrenheit) higher than during the pre-industrial era, and sea level was 15 to 25 meters (50 to 80 feet) higher than today; and
6. Carbon dioxide levels have been steadily increasing unabated since measurements began. Once in the atmosphere and oceans, they remain for centuries resulting in significant cumulative impacts. There is a lag between the release of carbon dioxide (and other greenhouse gases (GHG)) and impacts such as warmer atmosphere and oceans, extreme weather events, fires and sea level rise; and
7. Other GHGs contribute to global warming including methane, nitrous oxide, chlorofluorocarbon, and water vapor. Of these, methane exists in large and rapidly increasing concentrations. It is many times more powerful as a heat trapping gas than carbon dioxide, and due in part to warmer temperatures and natural gas extraction, is being released in larger amounts; and

8. World leaders have been briefed on the science and consequences of global warming and climate change since the 1960s. In the 1970s, Congressional leaders held the first hearings on the impacts of GHGs and climate change, and in 1988 UK Prime Minister Margaret Thatcher was the first global leader to call for action; and
9. The Intergovernmental Panel on Climate Change (IPCC), considered the world authority, has issued many reports on climate change beginning in 1990. In October of 2018, IPCC published a special report, "Global Warming of 1.5C," addressing the Paris Agreement targets of no more than a 1.5 to 2 degrees Celsius increase in average global temperature, strengthening the global response and calling for immediate public and private sector actions to reduce GHGs; and
10. The 2018 IPCC 1.5C report documents the effects of 1.5 degrees Celsius warming including: extreme heat, storm events, floods, droughts, fires, sea level rise, disruption to agriculture, health risks, and loss of bio-diversity. All of these effects significantly increase with warmer temperatures; and
11. The "Fourth National Climate Assessment," published by the United States in 2018, identifies changes by regions, and in the Pacific Northwest these include: increases in temperature, large wildfires, reductions in glaciers and snowpack, drought and water scarcity, warmer ocean temperatures, increased frequency and intensity of storm events, ocean acidification, harmful algal blooms, species migration, social disruption and more; and
12. Historical statistical frameworks for measuring storms, fires, droughts and other climate impacts are no longer valid predictors of future events which are increasing in frequency and intensity in relationship to increases in temperature; and
13. According to the IPCC, pathways limiting global warming to 1.5C require rapid and far-reaching transitions in energy, land use, infrastructure (transportation and buildings), and other areas, resulting in deep emission reductions and scaling up of investments. These systems transitions are unprecedented in terms of scale and have been compared historically to preparations for World War II; and
14. The IPCC reports clearly document a disconnection between what climate science tells us regarding the need for rapid reductions in GHG and transformative actions, and current policy directions; and
15. There is a growing disconnection between generations and an emerging youth movement; as a young generation awakens to the impacts associated with inheriting an ever warming world, and the failure of those in positions of power to respond to what has been known for over forty years.

NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL THAT:

1. The Everett City Council and Mayor find that climate change poses an existential threat to public health, safety and welfare, in Everett, Washington State, the United States and across the globe. The emergent nature of this threat requires immediate and ongoing actions, including a transition to a clean energy economy, and mitigation and adaptation strategies.

2. The Everett City Council has adopted [should adopt] a Climate Action Plan (CAP) preparing for climate change including recommendations addressing mitigation, adaptation and green economic development. In 2020 the City will select from the plan actions that can be implemented in a short time frame, and will develop further actions requiring longer term development and appropriate budget considerations for FY 2021 and beyond.

3. The Everett City Council and Mayor support actions in energy, land use, infrastructure (transportation and buildings), and other areas, resulting in GHG emission reductions. These include but are not limited to:

A. Adopt and implement a Climate Action Plan including provisions for mitigation, adaptation and green economic development.

B. Support policies at the State and regional level that price carbon, and provide incentives for renewable energy such as solar, wind and bio-fuels. Examples may include low carbon fuel standards, cap and trade and a carbon fee.

C. Support policies at the State level for zero emission vehicle (ZEV) standards. ZEV standards will provide greater electric vehicle options for consumers.

D. Support electric vehicle (EV) infrastructure in Everett, the Puget Sound region, and the State of Washington, and work with Snohomish County PUD to ensure the capability to deliver sufficient electrical capacity for future EVs.

E. Support non-motorized transportation (bicycle and pedestrian movement) moving people in ways that reduce GHG emissions.

F. Support land use and transportation policies and transit oriented development that can reduce GHG emissions and create livable communities.

G. Support development of green building materials such as cross laminated timber and other lower carbon materials.

H. Support energy efficiency in buildings and building codes.

4. The Everett City Council and Mayor support green economic development initiatives including working with the higher education community (WSU, Everett Community College and others) to engage in research and development and workforce training. The City will work with the Washington State Department of Commerce as they prepare

recommendations for clean renewable energy and economic development expected in June of 2020.

5. The Everett City Council and Mayor recognize that responding to climate change requires coordination with other entities including local, regional and state governments, private sector, higher education, and non-governmental organizations. The City will work with other public and private organizations in developing policy recommendations and actions.

6. The Everett City Council and Mayor will annually review these policy actions to determine their potential to reduce GHG emissions, respond to climate change, support sustainability, and prescribe such other measures as they may deem necessary. The City Council and Mayor will seek public involvement in implementing climate action plans.

Councilmember introducing resolution
Paul Roberts

Passed and approved this _____ day of January, 2020.

Cassie Franklin, Mayor

Judy Tuohy, Council President

Jeff Moore, Council Member

Scott Murphy, Council Member

Elizabeth Vogeli, Council Member

Scott Bader, Council Member

Brenda Stonecipher, Council Member



Project title:

An Ordinance Removing "Supportive Housing" as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020)

Council Bill #

CB1911-54

Agenda dates requested:

January 15, 2020

Briefing

Proposed action X

Consent

Action X

Ordinance X

Public hearing was held on

December 4, 2019

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Planning, Legal

Contact person:

Allan Giffen

Phone number:

425-257-8725

Email:

agiffen@everettwa.gov

Initialed by:


Department head
Administration

Council President

Consideration: Ordinance

Project: N/A

Partner/Supplier : N/A

Location: City Wide

Preceding action: In 2016 Council adopted Ordinance No. 1671-90 allowing supportive housing on publicly owned property in single-family zones. The City Council held a public hearing on December 4, 2019, concerning supportive housing in single family residential zones.

Fund: N/A

City Council Agenda Item Cover Sheet

Fiscal summary statement: N/A

Project summary statement:

The ordinance would remove supportive housing as a permitted use in single-family zones, and continue the parking reduction available to supportive housing projects permitted in other zones but tailor the parking requirement to each project through a parking study.

Recommendation (exact action requested of Council):

Adopt Ordinance Removing "Supportive Housing" as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020)

ORDINANCE NO. _____

An ORDINANCE Removing “Supportive Housing” as a Permitted Use in Single-Family Zones, Repealing Ordinance No. 3500-16 (EMC 19.39.155), and Revising Parking Standards for Supportive Housing, amending Section 2 of Ordinance No. 3616-18 (EMC 19.34.020).

WHEREAS, the City Council finds the following:

1. “Supportive housing,” as defined in Everett’s zoning code, is multi-family housing in which certain supportive services are provided to the residents.
2. On June 8, 2016, the Everett City Council adopted Ordinance No. 3500-16, allowing supportive housing on publicly owned land in single-family zones.
3. On June 12, 2019, the Everett City Council enacted a moratorium on the development of supportive housing in single family zones.
4. On July 10, 2019, the City Council conducted a public hearing and identified a list of issues for the Planning Commission to address relative to supportive housing in single family zones.
5. The Planning Commission held public workshops on August 20 and September 17, 2019, and a public hearing on October 15, 2019.
6. The Planning Commission recommended eliminating “supportive housing” as a permitted use in single-family residential zones and amending the regulations for supportive housing in other zones.
7. The City Council held a public hearing on December 4, 2019, to consider the Planning Commission recommendation and take public testimony.
8. On December 11, 2019, the City Council passed a motion extending the moratorium for 90 days.
9. The City Council has determined that all housing in single family zones must comply with the development standards applicable in the zone in which the project is located, and that the rezone process is the appropriate process to allow multiple family residential structures on land currently zoned single-family.
10. Council wishes to amend the off-street parking standards for supportive housing to tailor the parking requirement to the needs of each project.

WHEREAS, the City Council concludes the following:

1. The City has followed the procedural requirements for considering amendments to the regulations of the zoning code.
2. Removing “supportive housing” as a permitted use on publicly owned land in single family zones will reduce the potential for supportive housing in Everett by up to four sites. Given the amount of land zoned for multiple family housing in multi-family and commercial / mixed use zones elsewhere in the city, this reduction will not result in a lack of opportunities to establish supportive housing in Everett.
3. Amending the zoning code regulations to remove “supportive housing,” which by definition consists of multiple-family housing, as a permitted use in single-family zones is consistent with comprehensive plan policies regarding the protection of single-family neighborhoods, and land use policies calling for the preservation of single-family zoned neighborhoods for compatible residential use.
4. Supportive housing will continue to be a permitted use in zones that allow multiple family housing with the same review process and development standards as multiple family housing, consistent with State law, the Fair Housing Act, and Americans with Disabilities Act.
5. The recommended action provides for the public health, safety and welfare.
6. The recommended action promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1.

Section 36 of Ordinance No. 2397-99, as amended by Section 2 of Ordinance No. 3500-16, Table No. 5.1 (EMC 19.05, Table No. 5.1), which reads as follows:

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R- 3(L)	R-3	R-4 R-5	B-1	B-2 B- 2(B)	BMU	E-1	MUO	C-1 C-1R	C-2	W-C	M-S	M	M- 1	M- 2
Supportive housing		III(18) (27)	III(18) (27)	III(18) (27)	III(18) (27)		II(7)	II(7) (20)	II(10)	II(7)	II(7)	II(7)	II(7)	II(7)		II(7) (24)				

Is hereby amended to read as follows:

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R-3(L)	R-3	R-4 R-5	B-1	B-2 B-2(B)	BMU	E-1	MUO	C-1 C-1R	C-2	W-C	M-S	M	M-1	M-2	
Supportive housing		III(18) (27)	III(18) (27)	III(18) (27)	III(18) (27)	II(7) (27)	II(7) (27)	II(7) (20) (27)	II(10) (27)	II(7) (27)	II(7) (27)	II(7) (27)	II(7) (27)	II(7) (27)	II(7) (27)	II(7) (24) (27)	-	II(7) (27)	-	-	

Section 2. Section 4 of Ordinance No. 3500-16, Special Regulation No. 27 (EMC Chapter 19.05, Table No. 5.1), which reads as follows:

(27) Permitted only on land owned by a public agency or that the public agency has transferred to another entity for the purpose of developing supportive housing.

Is hereby repealed.

Section 3. Section 2 (Exhibit 1) of Ordinance No. 3616-18 (EMC 19.34.020, Table No. 34-1), which reads as follows:

Table 34-1: Off-Street Parking

Spaces Required

Land Use	Minimum Parking Spaces Required*
RESIDENTIAL	<i>Spaces per dwelling unit unless otherwise indicated</i>
Group housing, including group homes, supportive housing, temporary	<i>1 per 4 bedrooms, plus 1 per every 2 employees on</i>

**Table 34-1: Off-Street Parking
Spaces Required**

Land Use	Minimum Parking Spaces Required*
housing (temporary shelter home)	<i>shift (2 spaces minimum)</i>

Is hereby amended to read as follows:

**Table 34-1: Off-Street Parking
Spaces Required**

Land Use	Minimum Parking Spaces Required*
RESIDENTIAL	<i>Spaces per dwelling unit unless otherwise indicated</i>
Group housing, including group homes, <u>supportive housing</u>, temporary housing (temporary shelter home)	<i>1 per 4 bedrooms, plus 1 per every 2 employees on shift (2 spaces minimum)</i>
<u>Supportive housing</u>	<i><u>As determined by planning director and city engineer, with no less than a minimum of 1 per 4 bedrooms, plus 1 per every 2 employees on shift (2 spaces minimum). When allowed to be less than required for multiple family housing, must be located within 1,320 feet walking distance of public transit</u></i>

**Table 34-1: Off-Street Parking
Spaces Required**

Land Use	Minimum Parking Spaces Required* <i>stop, with pedestrian access on sidewalk or safe walking path.</i>
----------	--

Section 4. Section 8 of Ordinance No. 3500-16 (EMC 19.39.155), which reads as follows:

Supportive housing.

A. Permanent supportive housing shall comply with the development standards and design guidelines for multiple-family development for the zone in which such housing is located except as specified herein.

1. The allowed density shall be the number of units that can be placed on the site while meeting the dimensional standards and all other required standards of the zone in which the project is located except that in single-family zones, building height shall be determined during the review process based upon compatibility with surrounding uses.
2. Access to transit must be available within five hundred feet of the development.
3. A written management plan shall be provided for the review and approval of the planning director. At a minimum, a management plan shall address the following components:
 - a. Specify the nature of the supportive housing project and its intended occupants;
 - b. Identify potential impact(s) on nearby residential uses and proposed methods to mitigate those impacts;
 - c. Include a neighborhood outreach plan that addresses how the applicant will communicate with and inform the neighborhood before and after project approval;
 - d. Identify the project management or agency to whom support staff are responsible and who will be available to resolve concerns pertaining to the facility. The plan shall specify procedures for updating any changes in contact information;

- e. Identify staffing, supervision and security arrangements appropriate to the facility. A twenty-four-hour on-site manager is required;
 - f. On-site services shall be for residents of the facility only;
 - g. The management plan will contain requirements for updating all contact information to the city when changes occur;
 - h. If the planning director determines at any time there is evidence of fraud in obtaining the permit; concealment or misrepresentation of any material fact on the application or on any subsequent applications or reports; or that the supportive housing project is found to be in violation of the approved plans, conditions of approval, or the terms of the permit or management plan, and the owner has failed to correct the violation after proper notice thereof; then the city may initiate compliance proceedings as provided by Chapter 1.20.
4. A use compliance inspection or report may be required periodically by the city as determined by the planning director. If a permanent supportive housing project is discontinued or abandoned, future use of the property shall be in conformance with the use and development standards of the underlying zone or overlay zone.

Is hereby repealed.

Section 5. The moratorium established by Ordinance No. 3686-19, as extended by City Council motion on December 11, 2019, shall become void upon the effective date of this ordinance.

Section 6. Conflict. In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 7. Severability. Should any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance or its application to any person or situation, be declared unconstitutional, invalid for any reason, or preempted by state or federal law or regulations, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other persons or situations. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions be declared unconstitutional, invalid, or preempted.

Section 8. 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 9. 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 10. Corrections. The City Clerk is 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 336, Program 005.

City Council Agenda Item Cover Sheet

Council Bill #
CB 1912-71

Agenda dates requested:
January 8, 2020

Briefing
Proposed action
Consent
Action
Ordinance X
Public hearing
Yes No X

Budget amendment:
Yes No X

PowerPoint presentation:
Yes No X

Attachments:
Proposed Ordinance

Department(s) involved:
Public Works, Admin

Contact person:
Dave Voigt

Phone number:
(425) 257-8983

Email:
dvoigt@everettwa.gov

Consideration: Plans & Systems Ordinance
Project: Lift Station #15 and Shore Avenue Forcemain
Partner/Supplier :
Location: Edgewater Park, Shore Avenue
Preceding action: None
Fund: 336

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the project is \$2,000,000.

Project summary statement:

Based on a recent evaluation, the southernmost segment of the Mukilteo Beach Interceptor has deteriorated. This project will collect flow from 413 single family homes at a new sewer lift station, Lift Station #15 near Edgewater Park, and pump through a new forcemain for approximately 2,700 linear feet along Shore Avenue.

The City is planning on replacing the Edgewater Bridge in 2021 and some existing sewer infrastructure must be relocated to avoid conflicts with the bridge reconstruction. Additionally, an existing sewer service to the Port of Everett Boeing pier must be connected to the new lift station.

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 303, Program 005.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned sewer infrastructure replacement program.
- B. The City of Everett had identified the need and obtained funds to construct certain sewer lift station and forcemain replacements.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 005, entitled “Lift Station #15 and Shore Avenue Forcemain” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$2,000,000 is hereby appropriated to Fund 336, Program 005, “Lift Station #15 and Shore Avenue Forcemain” as follows:

A. Estimated Project Costs	\$2,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$2,000,000

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Amendment No.3 to the Professional Services Agreement with Dykeman, Inc. to provide additional architectural and engineering services for the Evergreen Branch Library Expansion Project in the form substantially provided.

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Professional Services Agreement – Amendment No.3

Agenda dates requested:

January 29, 2020

Project: Evergreen Branch Library Expansion Project

Partner/Supplier: Dykeman, Inc.

Location: 9512 Evergreen Way

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Preceding action: PSA Amendment No. Approved November 13, 2019

Fund: Fund 342, Program 523 (CIP-4) – Evergreen Branch Library

Budget amendment:

Yes No

Fiscal summary statement:

Amendment No.3 will amend the total compensation of the Professional Service Agreement with Dykeman Inc.

- The source of funds is Fund 342, Program 523 (CIP-4) – Evergreen Branch Library.
- A breakdown of the Professional Services Agreement is as follows:
 - Original Amount \$507,290.00
 - Amendment No.1 \$108,990.00
 - Amendment No 2 \$ 53,295.00
 - Amendment No 3 \$ 500.00
 - Total Revised Amount \$670,075.00
- Fund 342, Program 523 (CIP-4) – Evergreen Branch Library has available funds to cover the total revised amount of the Professional Services Agreement.

PowerPoint presentation:

Yes No

Attachments:

Amendment No.3 PSA

Project summary statement:

Amendment No.3 will amend the scope of architectural and engineering services of the Professional Services Agreement with Dykeman Inc. The time of completion will be extended to April 30, 2020 to allow for the completion of services as follows:

- Continuation of construction administration.
- Final project punch list verification.
- Record drawings and documents.

Department(s) involved:

Facilities

Contact person:

Ruben Sanchez

Phone number:

425-257-6293

Email:

rsanchez@everettwa.gov

Initialed by:


.....
Department head

.....
Administration


.....
Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No.3 to the Professional Services Agreement with Dykeman, Inc. to provide additional architectural and engineering services for the Evergreen Branch Library Expansion Project in the form substantially provided.

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND DYKEMAN, ARCHITECTS**

This Amendment No. 3 is dated for reference purposes _____ 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Dykeman, Inc. ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated 16th day of Feb. 2017, Amendment No. 1 dated Sept. 12, 2018 and Amendment No. 2 dated Nov. 19, 2019 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of providing continued architectural and engineering services for the Evergreen Branch Library Expansion Project.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of completion are as follows:

Time of beginning and completion of performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by April 30, 2020.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$670,075.00.
3. The Work is modified to add the Work shown on Exhibit A, Amendment No. 1 and Amendment No. 2 to this Amendment.
Additional architectural and engineering services include:
 - a. Provide record drawings.
 - b. Punch list coordination, verification and approval.
4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since 16th day of February 2017.
5. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.

6. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

Dykeman, Inc.

By: _____
Cassie Franklin, Mayor

Signature: [Handwritten Signature]
Typed/Printed Name: Kelli Smith
Title: Principal

Date

January 9, 2020
Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

City Attorney
Date: _____



Project title: A Resolution designating the Metro Everett Area a Community Renewal Area suitable for community renewal projects and directing that a Community Renewal Plan be prepared

City Council Agenda Item Cover Sheet

Council Bill #

Project: Community Renewal Area

Partner/Supplier : N/A

Agenda dates requested:

Location: Downtown Everett

Briefing and Action:
January 29, 2020

Preceding action: N/A

Fund: Economic Development, 021

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

X Yes No

Attachments:

Proposed Resolution
Designating a Community
Renewal Area

Department(s) involved:

CPED – EconDev
Admin
Legal

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

No fiscal impact is anticipated to designate a Community Renewal Area (CRA). Staff resources will be used to prepare the presentations, to interact with the public, and to draft the necessary documents.

Implementation of the CRA Renewal Plan may include financial impacts including:

- Noticing of the Public Hearing
- Proactive code enforcement expenses or staffing
- Incentives to encourage renewal
- Professional service contracts with outside consultants
- Acquisition of property

Financial impacts that exceed budgeted funds will be approved by Council through the budget amendment process.

Project summary statement:

Staff provided a briefing on the CRA Project at Council’s January 8th meeting.

Community renewal law in Washington State (RCW 35.81) provides an array of tools to revitalize areas suffering from substantial deterioration; unsanitary, unsafe, or unhealthy conditions; overcrowding; inappropriate mixes or uses of land or buildings; defective or inadequate street or lot layout; excessive land coverage; persistent or high levels of unemployment or poverty; diversity of ownership; or tax or special assessment delinquencies. Collectively these conditions are referred to as blight.

A city may designate an area suffering from any of these issues as a CRA. Following designation, the city must adopt a CRA Renewal Plan that outlines its strategy for revitalizing the CRA.

Staff proposes that the Downtown CRA can be renewed through proactive code enforcement, incentives for private investment, and a targeted block-by-block effort guided by a stakeholder task force. The Public Hearing and Action on the CRA Renewal Plan is anticipated at the March 4, 2020 Council meeting.

Recommendation (exact action requested of Council):

Adopt a Resolution designating the Metro Everett Area a Community Renewal Area suitable for community renewal projects and directing that a Community Renewal Plan be prepared.



RESOLUTION NO. _____

A RESOLUTION designating the Metro Everett Area a Community Renewal Area Suitable for Community Renewal Projects and Directing that a Community Renewal Plan Be Prepared

Whereas,

- A. Under Chapter 35.21 RCW (the “Community Renewal Act” or the “Act”) the City is authorized to undertake certain community renewal activities within areas of the City designated as “blighted, as that term is defined in the Act.
- B. The City of Everett desires to encourage revitalization and economic vitality within an 82-block area known as the Metro Everett Area (depicted in attachment A).
- C. The City respects private property rights and wants to work cooperatively with property owners in the Metro Everett Area.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. Findings

The City Council makes the following findings:

- 1. The Metro Everett Area meets the definition of a “blighted area” under chapter 35.21 RCW in that there are properties within the area at which one or more of the following factors are present: “substantial physical dilapidation, deterioration, defective construction, material, and arrangement and/or age or obsolescence of buildings or improvements, whether residential or nonresidential”; “inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality”; “inappropriate uses of land or buildings”; “insanitary or unsafe conditions”; “deterioration of site”; “existence of hazardous soils, substances, or materials”; or “the existence of conditions that endanger life or property by fire or other causes”.
- 2. The presence of any one of these factors or combination of these factors is “conducive to ill health or crime”; “substantially impairs the sound growth of the municipality or retards the provision of housing accommodations”; “constitutes an

economic or social liability”; and/or “is detrimental to the public health, safety, and welfare” in its present condition and use.

Section 2. Designation of Community Renewal Area

The Metro Everett Area, depicted in Attachment A, is designated a Community Renewal Area pursuant to chapter 35.21 RCW.

Section 3. Community Renewal Agency

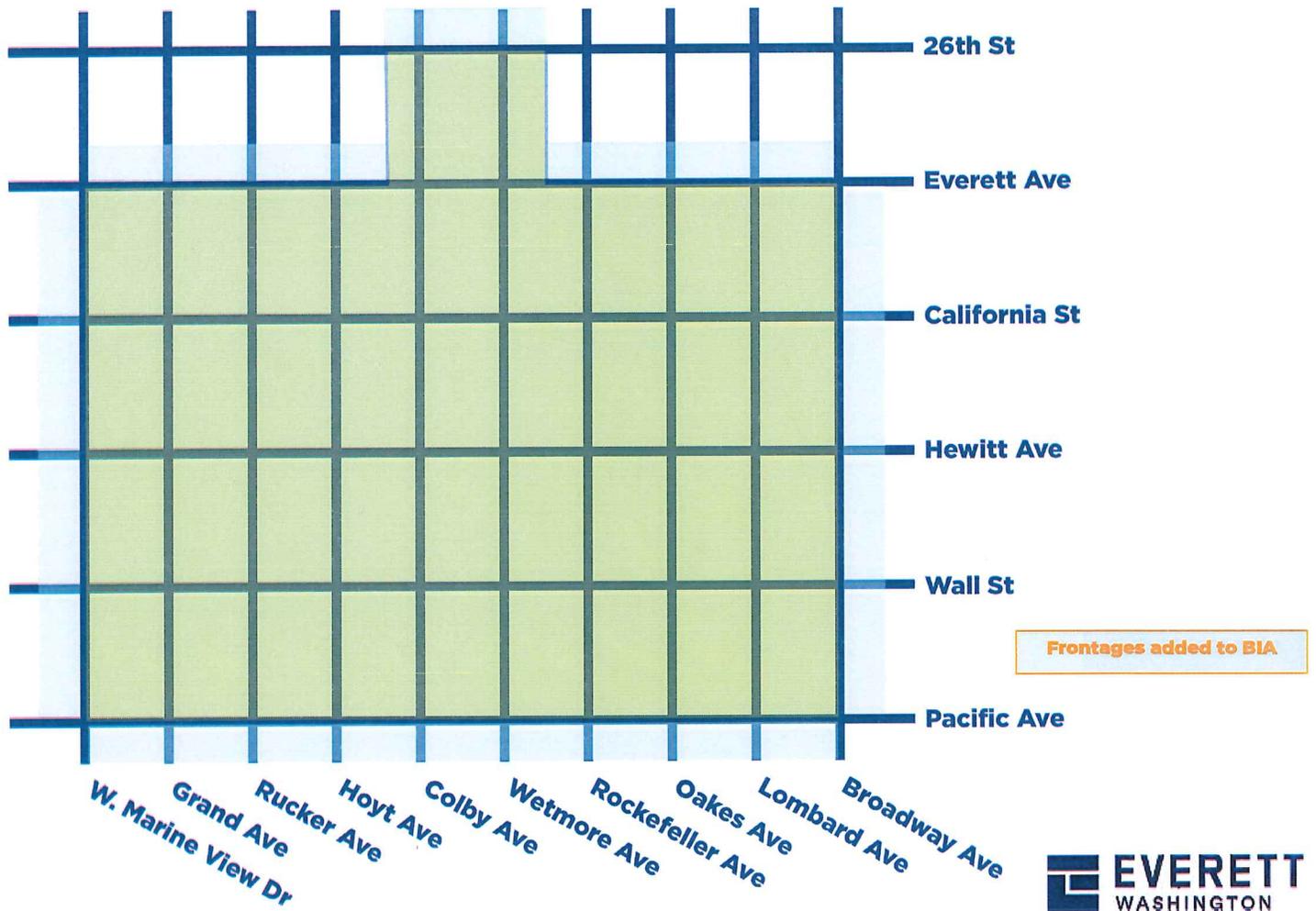
Pursuant to RCW 35.81.150, the City Council elects to have the Council exercise community renewal project powers under RCW 35.21 and authorizes Administration to prepare a Community Renewal Plan for approval by the Council and to coordinate and administer the approved plan.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2019.

Council President

Community Renewal Area Boundaries





Project title: Youth Advisory Board Briefing

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: Youth Advisory Board Briefing

Partner/Supplier :

Location:

Preceding action:

Fund:

Agenda dates requested:

01.29.2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

Budget amendment:

Yes

No

PowerPoint presentation:

Yes

No

Attachments:

PowerPoint

Department(s) involved:

ADMIN

Contact person:

Nichole Webber

Phone number:

425-257-7119

Email:

Nwebber@everettwa.gov

Fiscal summary statement: NONE

Project summary statement:

The Everett Youth Advisory Board will be providing Council a quick update on their work and goals for the year

Recommendation (exact action requested of Council):

Initialed by:

Department head

Administration

Council President



Project title: An Ordinance creating a special improvement project entitled "Trickling Filter Media Replacement" Fund 336, Program 008.

City Council Agenda Item Cover Sheet

Council Bill #

CB 2001-2

Agenda dates requested:

January 29, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

John Nottingham

Phone number:

(425) 257-8844

Email:

jnotting@everettwa.gov

Consideration: Plans & Systems Ordinance

Project: Trickling Filter Media Replacement

Partner/Supplier :

Location: Everett Water Pollution Control Facility

Preceding action: None

Fund: 336

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for this project is \$3,000,000.

Project summary statement:

The City has three trickling filters which are treatment components within the mechanical portion of the wastewater treatment plant. Two of these large 85' diameter tanks contain the original treatment media which is at the end of its useful life at close to 30 years old. The third filter was constructed in 2015.

This project will replace the media within both trickling filters over a two-year period with one project in the Fall of 2020 and the other in the Fall of 2021. The treatment media and the aging media support system will be replaced along with any necessary concrete and coating repair work within the interior of the tanks.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Trickling Filter Media Replacement" Fund 336, Program 008.

Initialed by:

Department head

Administration

Council President



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Trickling Filter Media Replacement” Fund 336, Program 008, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned sewer treatment infrastructure replacement program.
- B. The City of Everett has identified the need and obtained funds for the replacement of the trickling filter media at the Everett Water Pollution Control Facility.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 008, entitled “Trickling Filter Media Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 336, Program 008, “Trickling Filter Media Replacement” as follows:

A. Estimated Project Costs	\$3,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$3,000,000

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



An Ordinance creating a special improvement project entitled "Water Transmission Line Replacement at 91st Avenue SE" Fund 336, Program 009.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

CB 2001-3

Agenda dates requested:

January 29, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

..... Yes X No

Budget amendment:

..... Yes X No

PowerPoint presentation:

..... Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Legal, Admin

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

RS
.....
Department head

[Signature]
.....
Administration

[Signature]
.....
Council President

.....
Consideration: Plans & Systems Ordinance

.....
Project: *Water Transmission Line Replacement at 91st Avenue SE*

.....
Partner/Supplier: City of Lake Stevens

.....
Location: 91st Avenue SE, south of 20th Street, Lake Stevens WA

.....
Preceding action: None

.....
Fund: 336 Water & Sewer System Improvement Fund

Financial summary statement:

The funding source for this project will be Fund 336 Water & Sewer System Improvement Fund. The budget for this project is \$700,000.

Project summary statement:

The City of Lake Stevens is facilitating extending roadway improvements at 91st Avenue SE in Lake Stevens for development of a new Costco store taking access from 20th Street SE. This proposed access road extension crosses three City of Everett 48" Water Transmission Lines.

The City of Everett asserts property rights in the form of easements pertaining to the protection of our Water Transmission Line corridor and actively maintains the corridor. This critical infrastructure serves to transport drinking water from Everett's watershed and Water Filtration Plant to over 625,000 residents.

This Plans & Systems Ordinance provides funding authorization for Everett's cost share of the replacement of approximately 125 LF of each of the three Water Transmission Lines in this corridor. This work is required to raise the Water Transmission Lines to a new profile so that they are not negatively impacted by the fill prism of the Lake Stevens 91st Ave SE roadway extension. Work must conform to our Transmission Line Right of Way Use Permit requirements.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance creating a special improvement fund entitled "Water Transmission Line Replacement at 91st Avenue SE" Fund 336, Program 009.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Water Transmission Line Replacement at 91st Avenue SE” Fund 336, Program 009, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned water transmission line infrastructure replacement program.
- B. The City of Everett has identified the need and obtained funds for the replacement of the water transmission lines at 91st Avenue SE.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 009, entitled “Water Transmission Line Replacement at 91st Avenue SE” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$700,000 is hereby appropriated to Fund 336, Program 009, “Water Transmission Line Replacement at 91st Avenue SE” as follows:

A. Estimated Project Costs	\$ 700,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 700,000

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled "Evergreen Pump Station Upgrades" Fund 336, Program 007.

City Council Agenda Item Cover Sheet

Council Bill #
EB2001-4

Agenda dates requested:
January 29, 2020

Briefing
Proposed action
Consent
Action
Ordinance X
Public hearing
Yes No X

Budget amendment:
Yes No X

PowerPoint presentation:
Yes No X

Attachments:
Proposed Ordinance

Department(s) involved:
Public Works, Admin

Contact person:
John Nottingham

Phone number:
(425) 257-8844

Email:
jnotting@everettwa.gov

Initialed by:

Department head

Administration
Council President

Consideration: Plans & Systems Ordinance
Project: Evergreen Pump Station Upgrades
Partner/Supplier :
Location: Reservoir #3 6001 Evergreen Way
Preceding action: None
Fund: 336

Fiscal summary statement:
The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the initial phase of this project is \$735,000.

Project summary statement:
The Evergreen Pump Station is a critical component of the City's water transmission and distribution system. The 1960's era pump station transfers water to Reservoir #6 in pressure zones 650 and 715, which serve the residents and industries within South Everett including Boeing. The portion of the existing structure that currently houses the pump station electrical components is undersized, resulting in a work space which does not meet current building, worker safety, electrical and seismic codes. In addition, the electrical equipment and systems within the pump station need to be replaced and upgraded.

This ordinance will provide funding for a professional services agreement to include engineering analysis and design of structural and electrical upgrades to the existing pump station.
Public Works will evaluate the design proposal and return to City Council with an amending ordinance that will establish the budget for the construction phase when the design phase is complete.

Recommendation (exact action requested of Council):
Adopt an Ordinance creating a special improvement project entitled "Evergreen Pump Station Upgrades" Fund 336, Program 007.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a planned water infrastructure upgrade program.
- B. The City of Everett has identified the need and obtained funds to design and construct certain upgrades to the Evergreen Pump Station at Reservoir #3.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 007, entitled “Evergreen Pump Station Upgrades” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$735,000 is hereby appropriated to Fund 336, Program 007, “Evergreen Pump Station Upgrades” as follows:

A. Estimated Project Design Costs	\$735,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$735,000

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled "Water Filtration Plant Emergency Generator Replacement" Fund 336, Program 006.

City Council Agenda Item Cover Sheet

Council Bill #

CB2001-5

Agenda dates requested:

January 29, 2020

Briefing

Proposed action

Consent

Action

Ordinance X

Public hearing

Yes No X

Budget amendment:

Yes No X

PowerPoint presentation:

Yes No X

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Zach Brown

Phone number:

(425) 257-8872

Email:

zbrown@everettwa.gov

Initialed by:

Department Head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Water Filtration Plant Emergency Generator Replacement

Partner/Supplier :

Location: Water Filtration Plant

Preceding action: Professional Services Agreement with Sazan Group 8/9/2017

Fund: 336

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the project is \$10,400,000.

Project summary statement:

The Water Filtration Plant (WFP) Emergency Generator system is comprised of two generators which have experienced recent failures and have reached the end of their useful life. The 30+ year old generators are mismatched in size, located at opposite sides of the water plant and their combined output is no longer large enough to meet the demands of the plant. The City approved an agreement with Sazan Group for the engineering and design of two new generators to be housed together in a common location with a dedicated fuel storage facility. Work under the agreement also includes replacement of electrical controls and upgrades to the electrical infrastructure to ensure continuous operation of the plant in the event of a loss of external power.

The design work is in progress and scheduled to be completed in May 2020. To minimize the future construction timeline, early procurement of the generators and other long lead time equipment is proposed to begin in Spring 2020. Delivery of the equipment ordered in the early procurement process will be to the project contractor in the Fall 2020. Advertising, bidding and award of the construction contract will follow standard City procedures and is planned for Summer 2020.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Water Filtration Plant Emergency Generator Replacement" Fund 303, Program 006.



ORDINANCE NO. _____

An **ORDINANCE** creating a special improvement project entitled “Water Filtration Plant Emergency Generator Replacement” Fund 336, Program 006, to accumulate all costs for the improvement.

WHEREAS,

- A. The City of Everett is committed to a resilient water infrastructure program.
- B. The City of Everett had identified the need and obtained funds to purchase and install a new emergency generator at the Water Filtration Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 006, entitled “Water Filtration Plant Emergency Generator Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$10,400,000 is hereby appropriated to Fund 336, Program 006, “Water Filtration Plant Emergency Generator Replacement” as follows:

A. Estimated Project Costs	\$10,400,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$10,400,000

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Rethink Zoning – briefing on draft land use and zoning map changes, draft zoning use chapter, and a draft building and structure heights chapter.

Council Bill #

Project: Rethink Zoning

Partner/Supplier : n/a

Agenda dates requested:

Location: City-wide

January 29, 2020

Preceding action: Briefings on 12/19/18, 5/15/19 and 8/7/19

Briefing X

Fund: n/a

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Memo on Land Use/Zoning
Ch. 22, Heights Summary

Department(s) involved:

Planning

Contact person:

David Stalheim

Phone number:

425-257-8731

Email:

dstalheim@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

n/a

Project summary statement:

This is a briefing on the following draft chapters for Rethink Zoning:

- Comprehensive Plan: Land Use Map Amendments
- Zoning: New Zoning Map and Districts
- Zoning: New Chapter 5, Uses
- Zoning: New Chapter 22, Building and Structure Heights

There are 28 land use map amendments that can be reviewed in a report found at this link: https://everettwa.gov/DocumentCenter/View/23602/Ex_3_Land-Use-Change-Report_1-14-20.

The draft zoning map and use tables reduces 31 zoning districts down to 12 zoning districts. The draft use tables reduce the number of uses listed in the table from 158 down to 81.

The draft use tables consider some changes in some specific uses from current zoning, such as bed & breakfast inns, single-family attached (townhouse) in single family zones, single-family detached in multifamily zones, cottage housing in single family zones, group housing, supportive housing (pending other council discussion), short-term rentals, definition of clinics and offices, how parks are zoned and permitted, and future light rail station approvals.

The memo includes links to exhibits which can also be found on the project website: www.everettwa.gov/rethink.

The draft building and structure heights chapter consolidates standards from ten different chapters into one. Heights would be mapped throughout the city and would be calculated by floors, and for some zones, feet as well. The draft chapter provides for one method to address height transition to residential zones.

Recommendation (exact action requested of Council):

Briefing only



TO: Cassie Franklin, Mayor
City Council
Planning Commission

FROM: David Stalheim, Long Range Planning Manager

DATE: January 15, 2020

RE: Rethink Zoning – Draft Land Use and Zoning Maps, Use Tables

In May and August of 2019, we presented the planning commission and city council with a review of the existing city zoning districts and a proposal to consolidate those zones. Staff have prepared the draft land use and zoning maps, plus use tables to coincide with the draft zoning maps and are now seeking early input on these changes. This memo highlights the major changes.

Land Use (Comprehensive Plan) Map Amendments

An objective of Rethink Zoning is to minimize the amount of comprehensive plan land use changes, such as changing single family land use to multifamily. During the course of drafting the new zoning maps, we found several places where a land use amendment was warranted.

In most cases, the land use amendment is based on what actually developed on the property, and the change in land use designation and zoning would reflect what we expect in the next 20 years. A full report of the land use changes is attached as [Exhibit 3](#). There are 3 amendments that we want to highlight:

- Everett Clinic and surrounding area – Rucker to Colby, 38th to 40th
 - The city allowed extensive office and clinic development in multifamily residential zones if there was a clinic-office overlay in place. Everett Clinic, and numerous other businesses, got established between Rucker and Colby Ave to the north and south of 39th and 40th. Since these uses are not residential in character, we have drafted land use and zoning map amendments for this area (Commercial land use and Mixed Urban zoning). They are shown in two maps in [Exhibit 3](#): ID#'s 4 and 5.
- Additional clinic areas – Rucker to Colby, 42nd to 43rd
 - Office and clinics were established in this area along Hoyt and Colby to just south of 43rd. We have drafted land use and zoning map amendments for this area (Commercial land use and Business zoning). This area is shown in [Exhibit 3](#): ID# 6.
- Norton-Grand – Pacific to 35th
 - This area has been zoned for multifamily for decades and is within walking distance of Swift stops. However, it is also within an historic overlay and is characterized by historic homes, many of which are single family. We have drafted land use and zoning map amendments for this area (Single Family land use and Urban Residential 2 zoning). Since the area is within walking distance of the Swift stop, it will also be within a transit overlay which is being considered for additional housing types

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that are allowed under current zoning. This area is shown in [Exhibit 3](#): ID# 26.

The existing Comprehensive Plan Land Use Map is attached as [Exhibit 2](#) and the draft Comprehensive Plan Land Use Map is attached as [Exhibit 1](#).

Zoning Map Amendments

As we have discussed over the past year, we have drafted a new zoning map ([Exhibit 4](#)) concept that consolidates zones into fewer districts (12 total). One-page flyers for most of the zoning districts are attached as [Exhibit 7](#). We had found in our review of the existing zoning districts that:

- Allowed uses were nearly identical across similar zoning districts (e.g. single family)
- Development standards had only minor distinctions across similar zoning districts (e.g. commercial zones)

The draft zoning districts, reflected in both the maps and draft [Chapter 5 Use](#) table, are as follows:

Land Use Designation	Draft Rethink Zoning Districts	Current Zoning Districts
Residential, Single Family	Urban Residential 1 (UR1) Urban Residential 2 (UR2)	Suburban Residential (R-S) Single-family Detached, Low-Density Residential (R-1) Single-family Attached, Low-Density Residential (R-1A) Single-family Medium-Density Residential (R-2) Single-family Attached, Medium-Density Residential (R-2A)
Residential, Multifamily	Urban Residential 3 (UR3) Urban Residential 4 (UR4)	Multiple-family Low-Density (R-3L) Multiple-family Medium-Density (R-3) Multiple-family High-Density (R-4) Core Residential (R-5)
Metropolitan Center	Urban Residential 4 (UR4) Mixed Urban (MU) Light Industrial 1 (LI1)	Urban Residential (UR) Urban Mixed (UM) Urban Light Industrial (ULI)
Commercial Mixed-Use	Neighborhood Business (NB) Business (B) Mixed Urban (MU)	Neighborhood Business (B-1) Community Shopping (B-2) Office (B-2B) Broadway Mixed-Use (BMU) General Commercial (C-1) Regional Commercial Office (C-1R) Evergreen Way (E-1) Evergreen Way Mixed-use Overlay (E-1MUO) Waterfront Commercial (W-C)
Industrial	Light Industrial 1 (LI1) Light Industrial 2 (LI2) Heavy Industry (HI)	Heavy Commercial/Light Industrial (C-2) Office and Industrial Park (M-1) Heavy Manufacturing (M-2) Business Park (M-M) Maritime Services (M-S)
Local Resource Lands	Agriculture (Ag) Water Resource Management (WRM) All other zoning districts	Agricultural (A-1) Aquatic (AQ) Open Space (OS) Park (P) Water Resource Management (WRM)



The criteria used to draft the maps is shown in [Exhibit 8](#). The existing Zoning Map is shown in [Exhibit 5](#) and the draft Zoning Map is shown in [Exhibit 4](#).

Maps at a larger scale, plus an online interactive map, are available on our Rethink Zoning website. Go to www.everettwa.gov/rethink and click on the [Maps tab](#).

Zoning Use Chapter

A new Zoning Use Chapter 5 has been drafted to correspond with the draft zoning district maps. The Use Table is built using the Metro Everett Use Table ([Chapter 19](#)) with some adjustments.

The Metro Everett Use Table streamlined the number of uses from the city’s current Use Table in [Chapter 5](#). See comparisons below.

Uses	Current Chapter 5 Uses	Current Metro Everett Uses	Draft Chapter 5 Uses
Non-residential	129	53	62
Residential	26	17	19
TOTAL	158	70	81

As you can see above, we have added some uses to the Metro Everett model, but nearly half the number of uses in the current zoning code. The consolidation of uses is meant to focus more on function and compatibility, while also making future change of uses less complicated. Thus far, the Metro Use Tables have shown to work well in implementation. However, the majority of the uses added to the Metro Use Table were made to be clearer where auto-oriented uses would be allowed, such as auto sales, an important distinction as we scale up city-wide.

As you review the Chapter 5, Uses Table ([Exhibit 6](#)), you will see several areas that provide reference to sections that might not be filled in, or are simply highlighted. Rethink Zoning is the preparation of a new development code. As a result, many sections – some yet to be drafted, are moving in the code outline and references to sections must be updated. We will be doing that prior to public hearings.

In other parts of the Use Table, you will note references to other chapters we have not yet presented to you. For example, a new Chapter 8 will focus on Residential development standards and a new Chapter 9 will focus on multifamily development standards. In both of these examples, we are wanting to get more public input on the design and development standards before we complete the drafting. In some situations, we understand that people might want to see those standards before they agree to having a use considered. Please highlight those areas and we will come back to the Use Table for further discussions.

In the new Use Table and zoning districts, we have drafted some uses that represent some potential policy shift in what might be allowed from current standards, so the following highlights some of those changes to look at.

- 1) **Bed and Breakfast Inns**. Currently, bed and breakfast inns (B & Bs) are allowed as a conditional use (public hearing) in single family homes only if the home is individually listed on the national, state or city historic register. We have had inquiries about establishing B & Bs in non-historic homes, or historic homes that are not individually listed. Our draft eliminates the historic listing



requirement and continues to require a conditional use permit (public hearing) in single family zones.

- 2) **Dwelling, single-family attached.** As we have previously briefed the planning commission and city council, the draft includes single-family attached (i.e., townhouse) in all residential zones, including single family. The intent is to encourage more “middle housing” options, including ownership opportunities within our neighborhoods without changing the character. We have selected a consultant team that will assist in preparing development standards and economic feasibility analysis, as well as helping to facilitate more public input; we hope to have additional public sessions in the latter part of February on these housing types.
- 3) **Dwelling, single-family detached.** In Metro Everett, we prohibited detached single-family dwellings in the Urban Residential zone. We have extended that prohibition to apply city-wide to all multifamily zones unless located within an historic overlay. The intent of this provision is to reserve our multifamily housing areas for additional density.
- 4) **Dwelling, cottage housing.** In our previous briefings, we identified cottage housing as a housing type to include within the single-family zones. Design and development standards will be drafted to address compatibility with single-family neighborhoods.
- 5) **Group housing.** We have drafted a new scheme for group housing that is based on the number of people living in the unit or facility. There are three groups: a) up to six persons; b) seven to sixteen persons; and c) over sixteen persons. In addition, we have two uses that address group housing that is considered temporary shelter. Temporary shelter could include anything from the Mission to domestic violence shelters to tiny home communities.
- 6) **Supportive housing.** We have eliminated supportive housing from the use table. Supportive housing would be considered as a multifamily residential use if three or more units and allowed only in zones that allow multiple family dwellings.
- 7) **Short term rentals.** In Metro Everett, we added this use to the Use Tables that regulates people renting out their dwelling for a period of less than 30 consecutive days. These are your vacation rentals, etc. The intent of these standards is to address housing supply and impacts to neighbors when there are short-term rentals without an owner on site. We have identified the use as permitted but have drafted a requirement for a conditional use permit in single-family zones.
- 8) **Office and clinic uses.** As you recall, the placement of some clinics within downtown or on the ground floor was a topic significantly discussed in the past couple of years. We have not changed the basic use requirements, but have modified the definitions to no longer include dentists, psychiatrists, chiropractors and physical therapists in the definition of clinic; these practices would now be considered an office use.
- 9) **Parks.** The draft zoning maps no longer have Parks as it’s own zoning district. As we did in Metro Everett, we have included Parks in the Use table and permit them in all zoning districts as long as a park master plan or capital facility plan is approved by the city council. This is, in effect, the same as the current Parks zoning but more flexible in that a comprehensive plan and zoning map amendment are not required each time a new park develops.
- 10) **Light rail station.** We have added a new use in anticipation of light rail in Everett. The use is permitted in all the commercial and industrial zoning districts with a development agreement required to be approved by the city council.



Exhibits List:

- 1) Comprehensive Plan Land Use Map, Draft Rethink
- 2) Comprehensive Plan Land Use Map, Current Adopted
- 3) Comprehensive Plan Land Use Change, Summary Report
- 4) Zoning Map, Draft Rethink
- 5) Zoning Map, Current Adopted
- 6) Chapter 5, Uses, Draft Rethink
- 7) Zoning Districts, Summary, Draft Rethink
- 8) Zone Designation Criteria, Draft Rethink

This memo and all the exhibits can be found on our project website at www.everettwa.gov/rethink.

If you have any questions, please feel free to contact me at dstalheim@everettwa.gov or call 425-257-8736.



Part I: Code Amendments at a Glance – Building and Structure (Chapters 19.22):**A. What is it?**

This is a new chapter in the Zoning and Development code. Building and structure height requirements were previously found in ten different chapters of the zoning code, often with conflicting provisions. The chapter addresses:

- heights for principal and accessory buildings,
- where height reductions are required,
- how heights are measured,
- exceptions for heights in industrial zones,
- a development height incentives program,
- other accessory structures and appurtenance height limits,
- modification of building heights and
- building height maps.

B. Type of revision drafted:

- Minor revision to an existing chapter
- Major rewrite and relocation of existing chapter
- New chapter

C. Key changes from existing code:

The primary changes from current requirements are as follows:

- Consolidates standards into one chapter
- Maps heights throughout the city
- Makes some changes to the way heights are calculated
- There are some areas of the city where heights are drafted to be decreased
- There are some areas of the city where heights are drafted to be increased, including:
 - accessory structures
 - height incentives
- There is a new method to transition heights from residential zones to other zones

Part II: Analysis of Code Amendments

The following analysis is organized by sections of the draft Chapter 22, Building and Structure Heights. Please refer to that chapter for specific text. The chapter can be found in the Rethink Zoning Library (<https://everettwa.gov/2453/Rethink-Zoning-Library>) or by clicking this link: [Rethink Zoning, Building Heights Draft \(1-15-20\)](#).

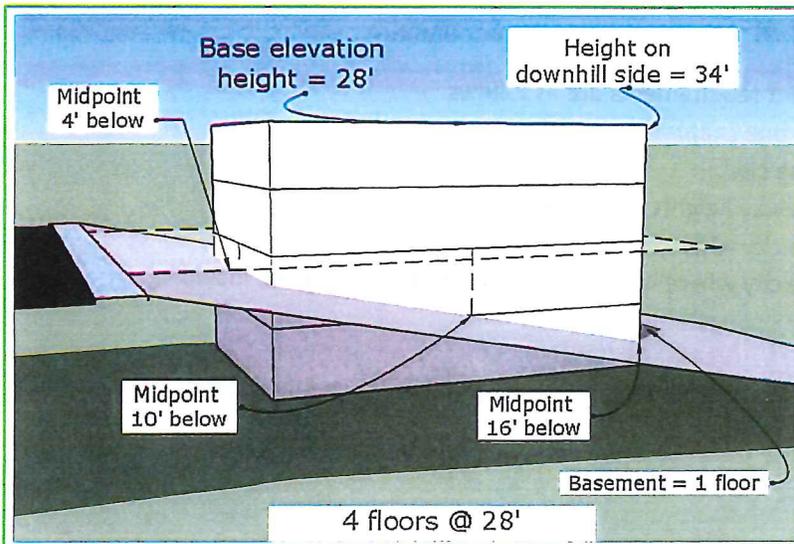
19.22.020 Heights for Principal Buildings

The new building heights table (22-1) sets height standards for each zoning district drafted. All heights are mapped (see 19.22.150) for ease of reference, but only the single-family zones (UR1 & UR2) and one multifamily zone (UR3) have heights set based on the zoning boundary.

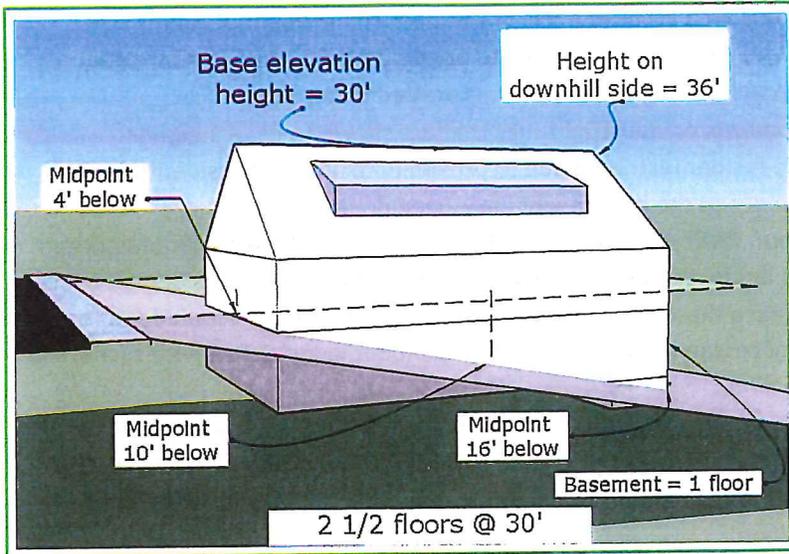
The proposal extends what the city did in Metro Everett by describing height limits by floors. The public can better visualize how tall a building is when described in floors than in feet. When looking at the maps, you can start to visualize what 2 ½ floors in single family zones might look like and 7 floors along parts of Evergreen Way.

In some zones, the maximum height is set based on both floors and feet. A building must meet both the floor limit and maximum height in feet. For example, using the existing definition of base elevation, it is possible to build a home with more than 2 ½ floors within the current 28' height limitation, or the draft 30' height limitation. The limitation on floors, however, would preclude a 3rd or 4th floor from being constructed.

The following two illustrations show the difference between the existing height measurements and the draft.



Current standards. These calculations are based on a 28' height limitation and the current definition of "base elevation", which means the average elevation of the approved topography of a parcel at the midpoint on each of the four sides of the smallest rectangle which will enclose the proposed structure, excluding all eaves and decks. The approved topography of a parcel is the natural topography of a parcel.



Draft Concept. This is an illustration of the draft concept where the total floor limit is $2\frac{1}{2}$ floors and a maximum height limit of 30'. A half story is a usable living space within a sloping roof (minimum pitch of 4:12), usually having dormer windows for lighting and where the calculated total gross floor area, not counting floor area with a net floor-to-ceiling distance less than 5', is no greater than 75% of the floor below.

Single Family Heights

Current maximum height limits in the single-family zones is 28' without any limit on the number of floors. The draft maximum height limit for single-family zones is 30', but with a $2\frac{1}{2}$ maximum floor height limit. Single-family zones within $\frac{1}{4}$ mile of frequent transit may be designated as a "transit overlay" area, which would allow an additional five (5) feet in height and $\frac{1}{2}$ floor.

Multifamily Heights

Current maximum heights for multifamily ranges from 45' (4 floors) to 80' (8 floors). The draft height for the UR3 zone is increased slightly to 50' but limited to 4 floors. All other heights are mapped and are intended to approximate existing maximum height requirements.

Commercial and Industrial Heights

The new height maps are intended to be consistent with existing height requirements. However, in some circumstances, heights were adjusted. The following are areas where the heights are different from current standards:

- **B-2 zones** – areas currently zoned B-2 (community shopping) have a standard maximum height of 35'. Footnote 27 allows for the height to increase to 80' for multifamily development if located at least 300 feet from a single-family zone or 60' if located 150' from a single-family zone. Some examples of areas where this change can be found:
 - Lowell – the business area along 2nd Avenue is reduced from a theoretical height of 7 floors to 4 floors.
 - W Mukilteo and Olympic Blvd – this is a neighborhood corner that includes a church, car wash, gas station and other small business, none of which exceed the 4 floors drafted.

- *East side of Silver Lake* – this area includes a mix of business and residential zoning. The business heights are generally not achievable due to proximity to the lake or residential zoning. A consistent approach to heights – 4 floors, is drafted in this area.
- **Industrial Zones** – there are pockets of industrial zones that are shown to have a higher maximum height limit but are further restricted due to proximity to adjacent residential zones. Some of the areas where changes to the base height have been drafted include:
 - *Delta Train Yard/Snohomish River* –The base height of the M-2 zone (heavy manufacturing) allows for 80' (7-8 floors) but is restricted to 40' when within 100 feet of a residential zone. The draft height maps reduce these areas to 4 floors, but a provision has been added to allow another 2 floors if necessary to support water dependent industrial activities (see 19.22.070).
- **Other Commercial Zones** – there are pockets of commercial zones that are shown to have a higher maximum height limit but are further restricted due to proximity to adjacent residential zones or have been developed as residential. Some of the areas where changes to the base height have been drafted include:
 - *E. Marine View Drive* –The base height of the C-1 zone allows for 50', but up to 80' can be achieved if 300 feet away, or up to 60' if 150' away from single family zones. The draft height maps reduce these areas to 3-4 floors, more consistent with what is possible under current standards and more appropriate to protect views.
 - *Glennwood/Kenwood* – This is a property that is near a single-family neighborhood. The draft height maps reduce this area to 4 floors, about the same as the base heights would allow.
 - *Greenfield Park* – A townhome development just south of Everett Mall is on property currently zoned C-1R (regional commercial office). Since this property is recently developed as townhomes, the draft height maps reduce this area to 4 floors. This area is also identified for a potential land use change from commercial to residential to reflect the actual land use that is expected over the next 20 years or more.
 - *Huntington Park* – A multifamily development just north of Everett Mall is on property currently zoned C-1 (general commercial). Since this property is recently developed as multifamily, the draft height maps reduce this area to 4 floors. This area is also identified for a potential land use change from commercial to residential to reflect the actual land use that is expected over the next 20 years or more.
- **Evergreen Way** – heights developed as part of the Evergreen Way plan are complicated. There are basically 3 height standards:
 - The lesser of 75', a height equal to the distance set back from residential lot, or 28' within 35' of a residential lot
 - 45' along Rucker and Evergreen Way north of 45th
 - 75' to 125' south of 45th subject to height setbacks

The draft building height chapter looks at the corridor a bit differently.

- While the code does indicate that up to 125' is possible, you would not be able to achieve that height for 125' from the adjacent residential zone. Most of the Evergreen Way corridor is a narrow strip, with few properties that have enough depth to accomplish a building that tall. We have revised much of this corridor to 7 floors, with

another 2 floors possible through height incentives. (See description of height incentives later.)

- There are situations where the zoning along the back side of Evergreen Way (E-1) requires a building that would be lower than what is allowed in the adjacent residential zone. For example, parts of the E-1 zone abut multifamily zones (R-3) that allow buildings to be 45' tall. An R-3 development could build taller than an E-1 development when they abut each other, even though the E-1 zone is meant to allow for taller buildings. The draft concept address this by allowing a building to have the same height as an abutting residential zone. See the description of this later in this memo.

19.22.020 Heights for Accessory Buildings

One of the more challenging code issues for city staff are the height standards for accessory structures or accessory dwelling units. Many discretionary land use permits are required as a result of the height standards. Challenges include:

- Height limited to 15 feet and 6:12 pitch if structure over 200 sq. ft. To build taller requires a discretionary land use permit.
- You can build a detached dwelling unit 24' tall on an alley, but not a garage

The draft does not distinguish between detached accessory buildings and detached accessory dwelling units. The following table is what is drafted.

- On alley lots in single family zones, you could build up to 2 floors or 24' with a 6:12 pitch roof; 18' or 1 ½ floors with a flatter roof
- On alley lots in a UR2 with transit overlay, or in a multifamily zone, you could build up to 2 floors or 28' in height
- On non-alley lots in single family zones, you could build up to 1 ½ floors or 24' if 20' from rear lot line; 18' height if within rear setback area

19.22.020 Heights for Principal Buildings – Minimum Building Heights

Minimum building heights were first introduced in the Metro Everett development codes. The proposal includes minimum building heights in the multifamily and Mixed Use zones, or along streets designated as Transit Oriented Development (TOD).

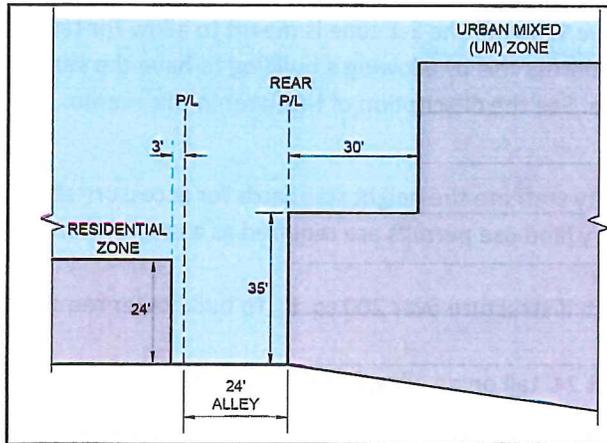
Building Type	Zone or Street Designation			
	UR3	UR4	MU	TOD Streets
Principal Building	2 floors	2 floors	2 floors	4 floors
Accessory Building	No minimum	No minimum	No minimum	No minimum

19.22.030 Where Height Reductions Are Required

There are several different approaches for how heights are currently regulated when they abut a residential zone:

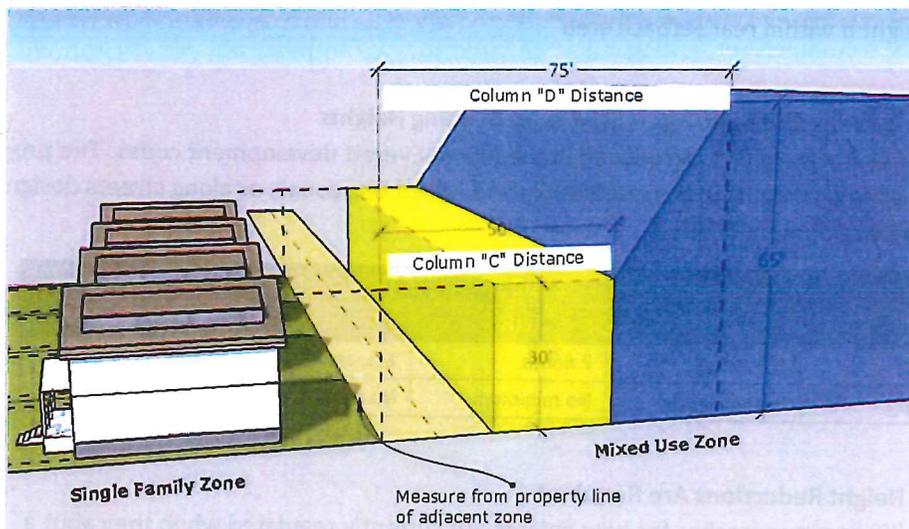
- *Evergreen Way* - The height of any portion of the building shall not exceed the distance that portion of the building is set back from the residentially zoned lot; within 35', the permitted height shall not exceed 28'.

- *Broadway Mixed Use* - No portion of a structure within fifty feet of any lot within a zoning district having a lower height limit shall exceed the height limit for the adjacent district
- *Metro Everett* - Development of property within an Urban Mixed (UM) zone, which abuts a residential zone along the rear property line with height limits thirty-five feet (35') or less, may not exceed thirty-five feet (35') in height within thirty feet (30') from the rear property line.



The draft chapter uses an approach which is similar in nature to the Broadway Mixed Use Zone.

- Building heights adjacent to a residential zone must match the maximum height of that zone for a distance ranging from 35' to 150' (see Table 22-4)
- The distance to match heights is dependent on the zone of the development site, with industrial uses requiring greater distance than a multifamily development adjacent to single family zones (see Table 22-4)



19.22.060 How Heights are Measured

There are four different ways where maximum heights are measured from currently in Everett.

- Base Elevation¹ – Most areas of Everett use this way of height measurement.
- Metro Everett - measured from the average sidewalk elevation at the front lot line or, where no sidewalk exists, the average of the record profile grade elevation of the street abutting the principal frontage of the building, as determined by the public works department.
- Central Waterfront Planning Area - the applicant shall propose and the planning director approve a reasonable base elevation that will accommodate future sea level rise.
- Historic Overlays – depending on location, heights can be measured from:
 - The highest point of the sidewalk at the entrance of the building.
 - On sloping sites, such as some parts of Rucker and Grand Avenues, the height calculation will follow the land contour. If the property slopes away from the avenue, the height shall be determined from the highest point of the sidewalk at the entrance to the building. If the property slopes up from the avenue, the height may be determined from the base elevation of the building footprint.

The draft height chapter continues to use the base elevation method as the primary way of determining maximum height. Building off Metro Everett, the measurement of height from the sidewalk elevation is drafted to be expanded to all commercial zones, historic and transit overlay zones. There are two exceptions to where buildings are measured from:

- Alley access accessory buildings – heights measured from alley
- Steeper sites – any site that uses the sidewalk as the point of measurement but where the site has a difference in grade of 5 feet or more, then the height measurement is from base elevation.

19.22.070 Exceptions for Heights in Industrial Zones

Some of the marine and river shoreline areas zoned for industrial uses were changed to have a lower base height elevation. In order to ensure that water-dependent industrial activities are not unduly obstructed by this height change, a provision that allows for an additional two (2) floors is in the draft chapter. This increase in height would be subject to view analysis and public input.

Another exception for height increases, which exists in the current zoning code, is to allow up to 160' for aircraft manufacturing plans near Paine Field.

19.22.080 Heights for Principal Buildings – Incentive Heights

The Metro Everett Plan provided height incentives in exchange for some public benefits. The benefits included providing affordable housing, historic building preservation, green building, public parking, public art and agricultural land preservation. The draft building heights chapter maintains this program and expands it as follows:

- Expanded it to include the frequent transit corridors (e.g. Broadway, Evergreen Way, Everett Mall, Casino Road).

¹ An amendment to the definition of “Base elevation” is proposed as follows: “**Base elevation**” means the average elevation of the approved topography of a parcel at the midpoint on each of the four sides of the smallest rectangle which will enclose the proposed structure, excluding all eaves and decks. The approved topography of a parcel is the natural topography of a parcel or the topographic conditions approved by the city prior to January 1, 1988, or as approved by a subdivision, short subdivision, binding site plan, shoreline substantial development permit, ~~filling and grading permit~~, or SEPA environmental review issued after January 1, 1988. On any lot exhibiting evidence of an unapproved fill, a soils analysis may be required to determine the approved topography. An approved bench mark will establish the relative elevation of the four points used to establish the base elevation.

- Height incentives for public parking are limited to Metro Everett, where no parking is required for non-residential development
- A new height incentive program is added for parks, outdoor and common areas

19.22.090 Other Accessory Structures and Appurtenance Height Limits

These standards for antennas, other building appurtenances, places of worship and steeples, flags, signs, and towers for above ground utility and communication facilities, is transferred from existing code provisions and inserted into this chapter.

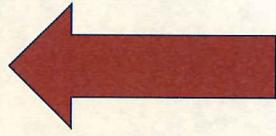
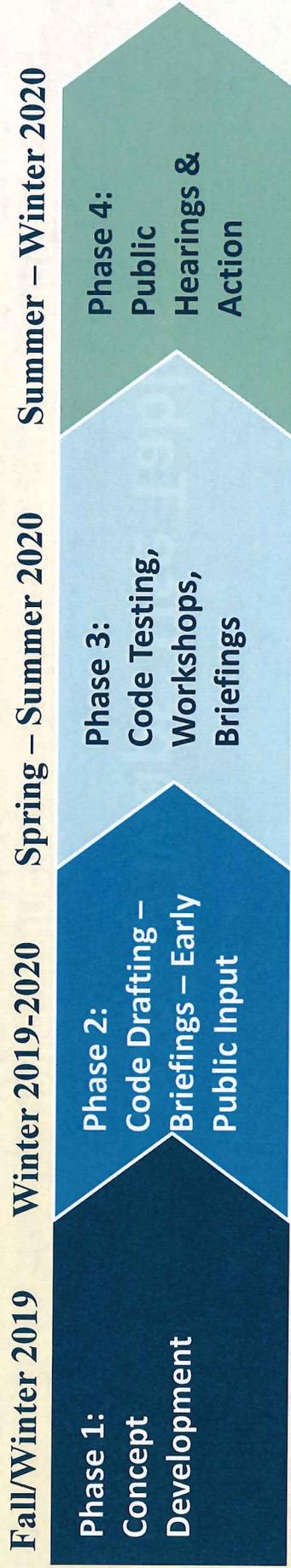
ReThink Zoning Land Use and Zoning Maps, Use Tables

David Stalheim, Long Range Planning Manager
City Council Meeting, January 29, 2020



EVERETT
WASHINGTON

Rethink Zoning – Project Schedule



We are here



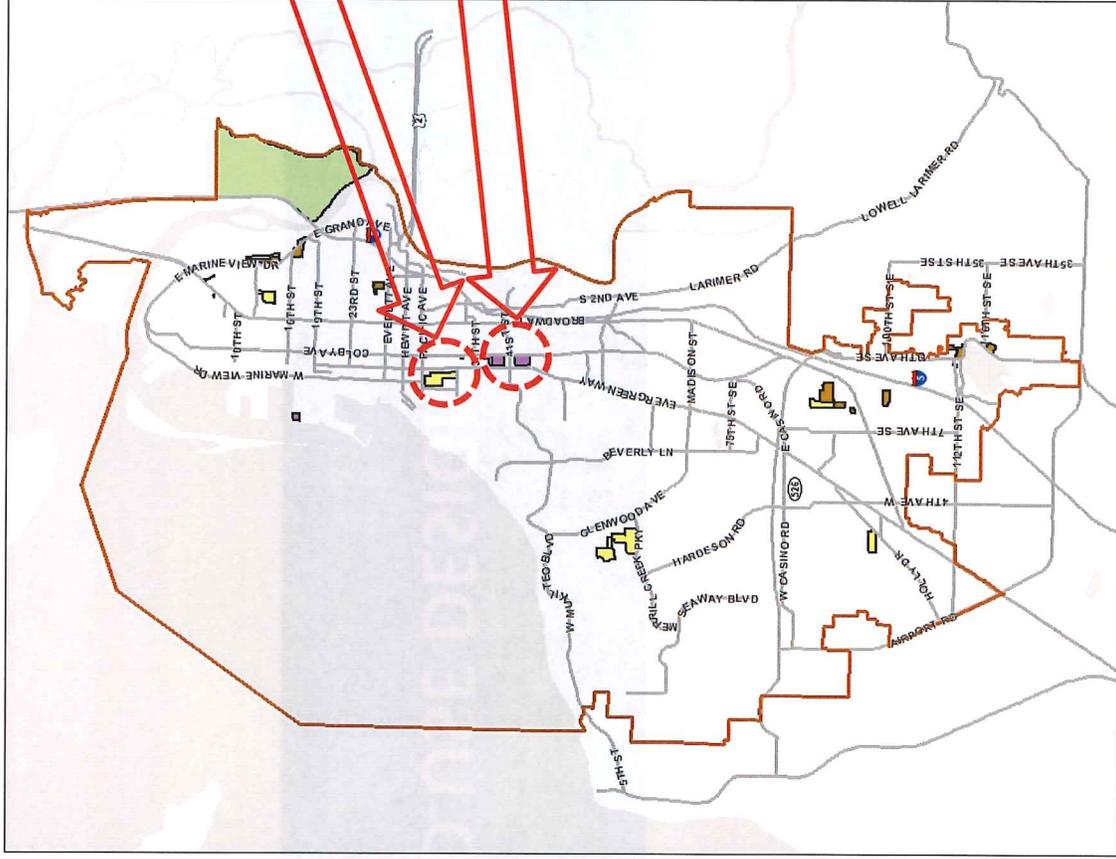
Comprehensive Plan

DRAFT LAND USE DESIGNATION MAP



Draft
Comprehensive Plan
Land Use Map –
Areas with Changes

See Exhibit 3 for full
report



28 Areas Identified;
3 notable changes:

Norton-Grand

- Multifamily to Single-family

Clinic-Office Overlay

- Multifamily to Commercial

Rethink Zoning

DRAFT ZONING MAP



Draft Zoning Districts

- Review of existing code found:
 - Uses nearly identical across similar districts
 - Development standards nearly identical across similar districts
- Without changing intent, 31 districts consolidated into 12
 - 2 single-family zones (down from 5)
 - 2 multifamily zones (down from 5)
 - 3 commercial zones (down from 10)
 - 3 industrial zones (down from 6)
 - 2 resource zones (down from 5)

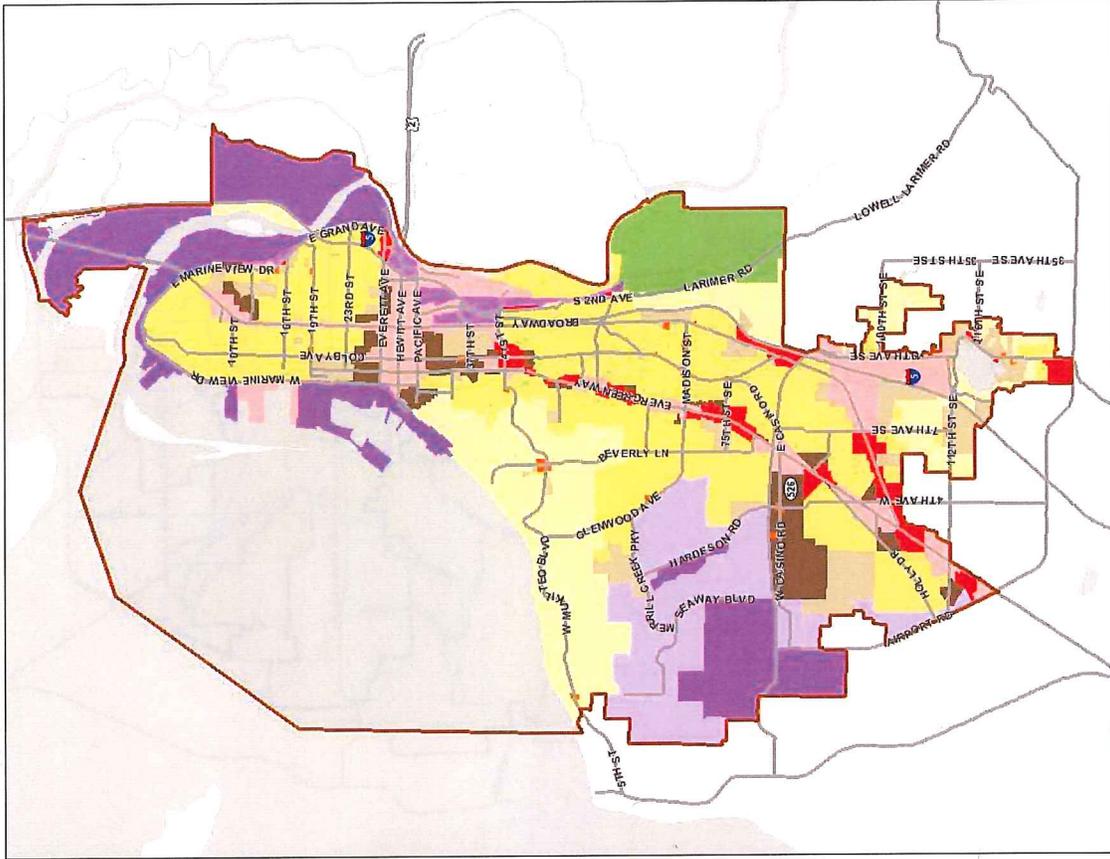


Zoning District Criteria

- Criteria based on previous briefings
- Will be incorporated into Comprehensive Plan
 - Needed to guide current and future decisions
- See Exhibit 8 (https://everettwa.gov/DocumentCenter/View/23605/Ex_8_Zone-DesignationCriteria_1-14-20)

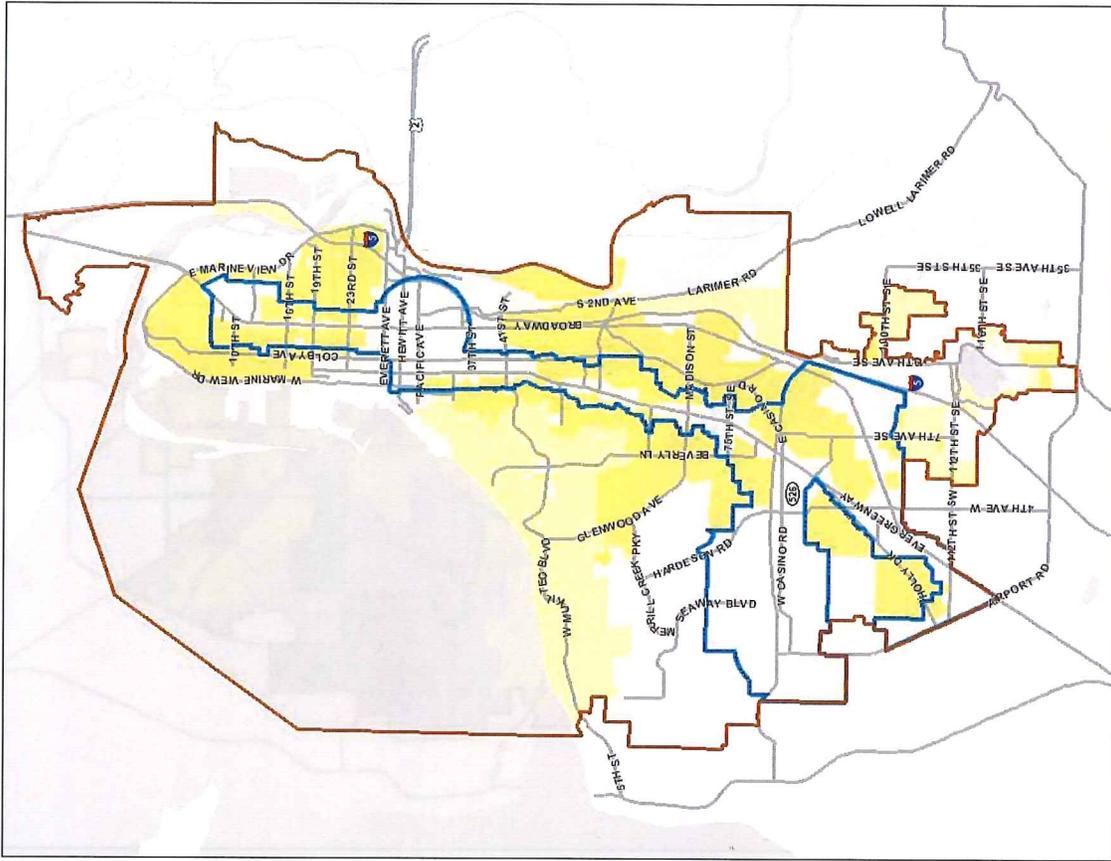


Draft Zoning Map



See Exhibit 4

Draft Zoning Map – Single Family Zones



Uses

(change from current):

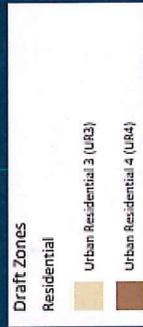
- Adds Transit Overlay
- Townhouses
- Duplexes
- Short-term rentals
- Bed & Breakfast Inns
- Supportive housing removed
- Group housing definitions

Development Standards:

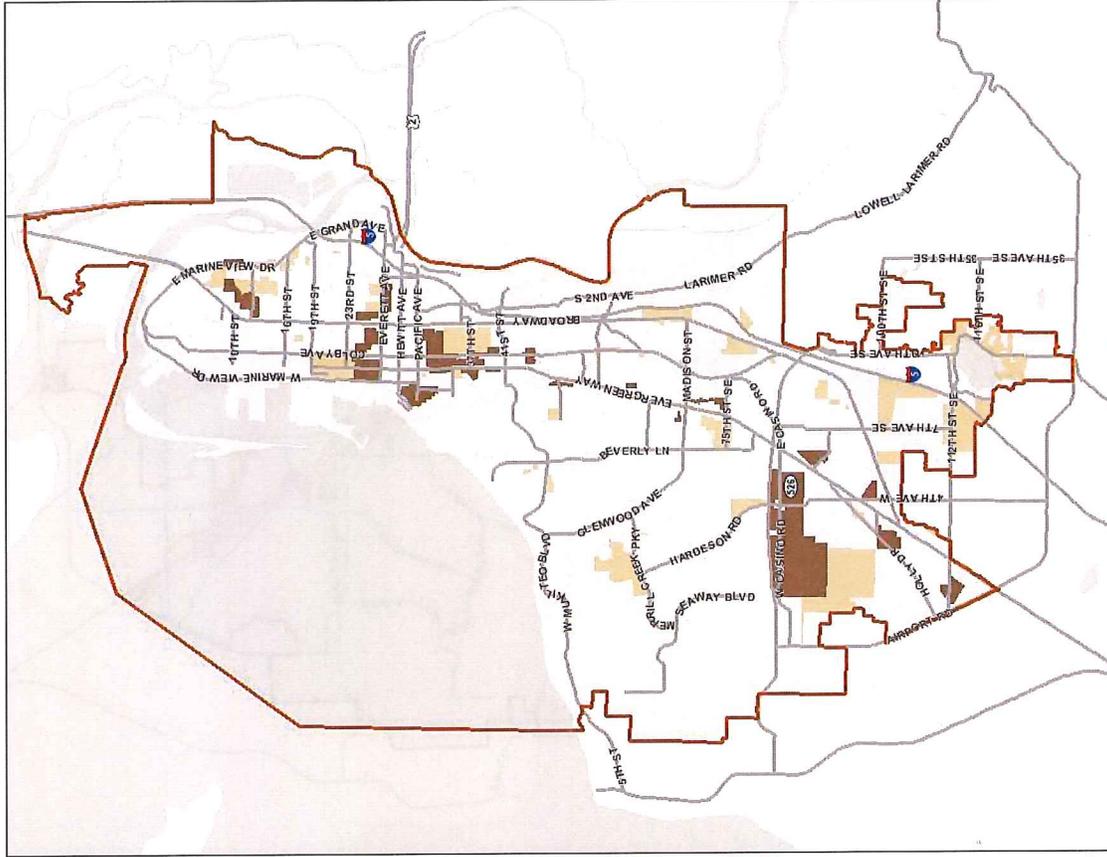
- See Heights (Ch. 22)
- Infill Standards:
 - Consultant hired
 - More input sought
 - Late Feb - March

See Exhibit 4

Draft Zoning Map – Multifamily Zones



See Exhibit 4



Uses :

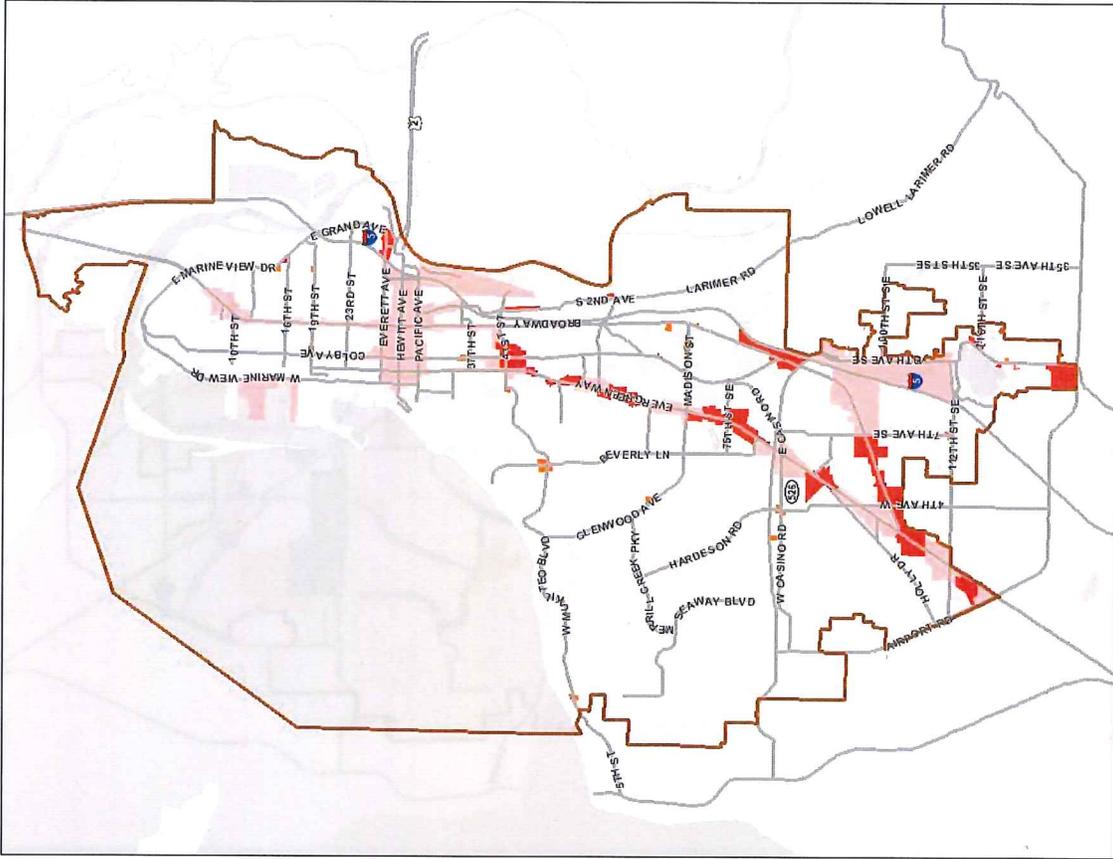
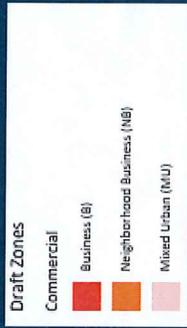
- Single-family detached prohibited, except in historic overlay zones
- Supportive housing now multifamily
- Group housing definitions
- Clinic-office overlay removed:
 - See land use changes, or
 - Street designated Mixed-Use

Development

Standards:

- See Heights (Ch. 22)
- Multifamily Standards:
 - Consultant hired
 - More input sought
 - Late Feb - March

Draft Zoning Map – Commercial Zones



- Uses :
- Limits in NB zone
 - Auto-oriented in B zone
 - Mixed-use in MU zone
 - New clinic definition
 - Removes dentist, psychiatrist, chiropractor, physical therapists
 - Light-rail station added
 - City council decision

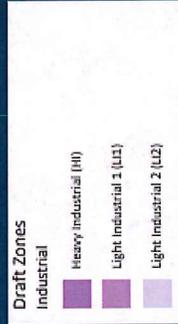
Development

Standards:

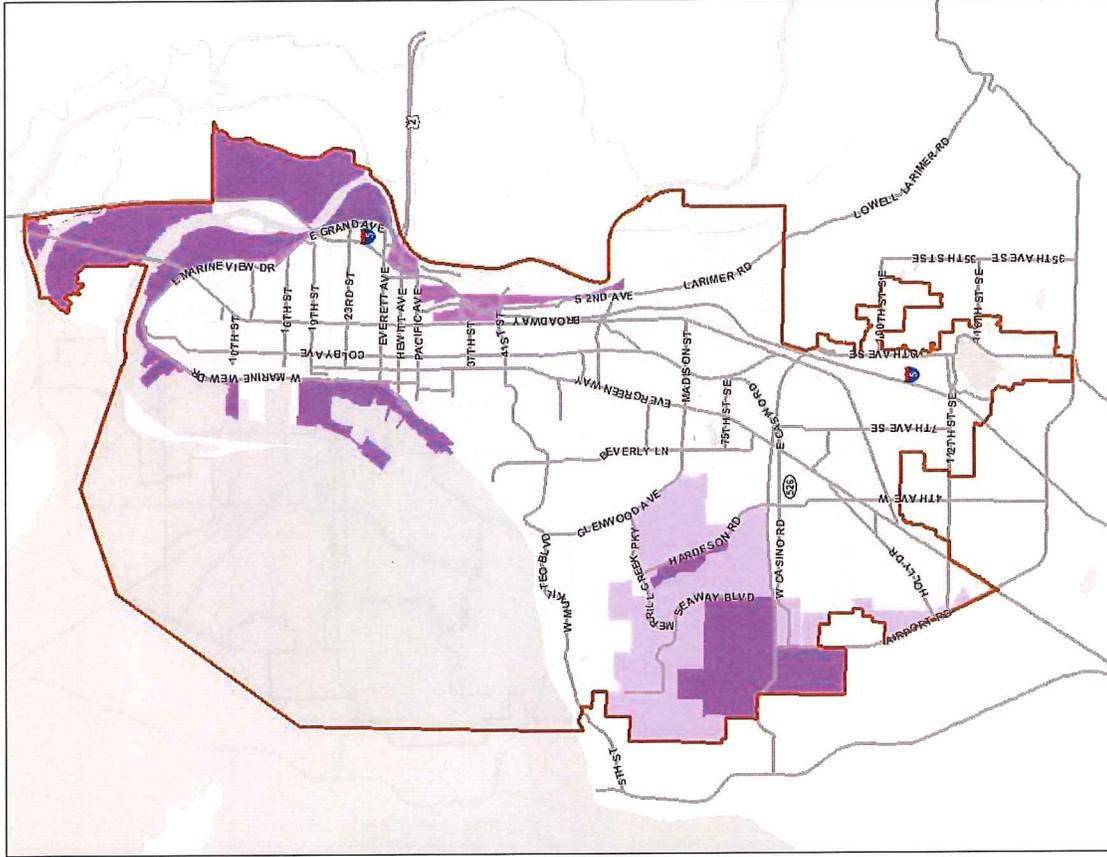
- See Heights (Ch. 22)
- Standards:
 - Feb draft coming

See Exhibit 4

Draft Zoning Map – Industrial Zones



See Exhibit 4



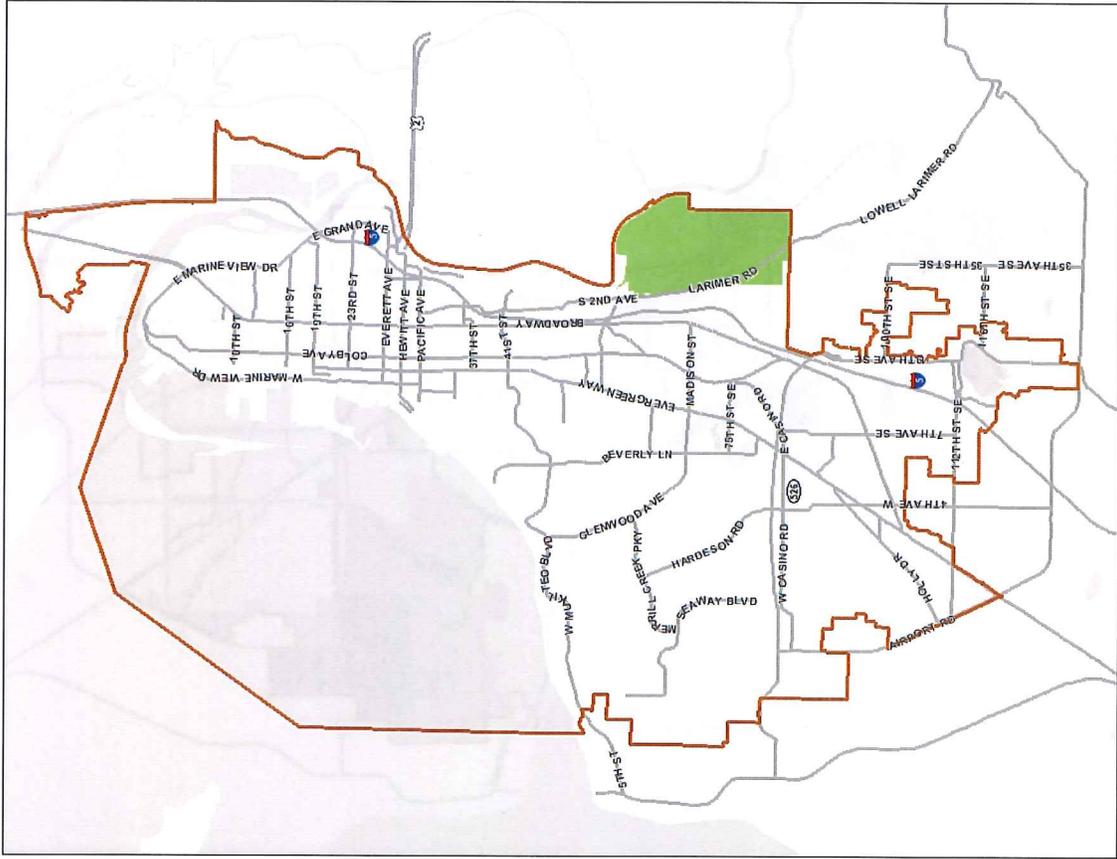
- Uses :**
- Light industrial zones same
 - Heavy industry
 - Light-rail station added
 - City council decision
 - Could require later revisit to Uses or Land Use for SW Everett

Development

Standards:

- See Heights (Ch. 22)
- Standards:
 - Feb draft coming

Draft Zoning Map –
AG Zone



See Exhibit 4

Online Map

Rethink Zoning

Rethink zoning is a multi-year effort led by the City of Everett's Planning Department. Planning staff are working to ensure that development regulations support efforts to recruit new businesses and secure a wide range of housing at all price points.

Welcome!
Drag the slider bar left or right to compare current and draft zones.
Current Zones on the left
Draft Zones on the right
Click on an area to see the zone and description
Zoom in to show parcels, buildings, addresses, and street designations
Scroll down the legend to see the entire list
For more information visit:
<http://www.everettwa.gov/rethink>
Disclaimer: Map works best in Google Chrome or Internet Explorer and may take a second to load properly.



<http://bit.ly/2tDqKPY>



Chapter 22, Draft

BUILDING & STRUCTURE HEIGHTS



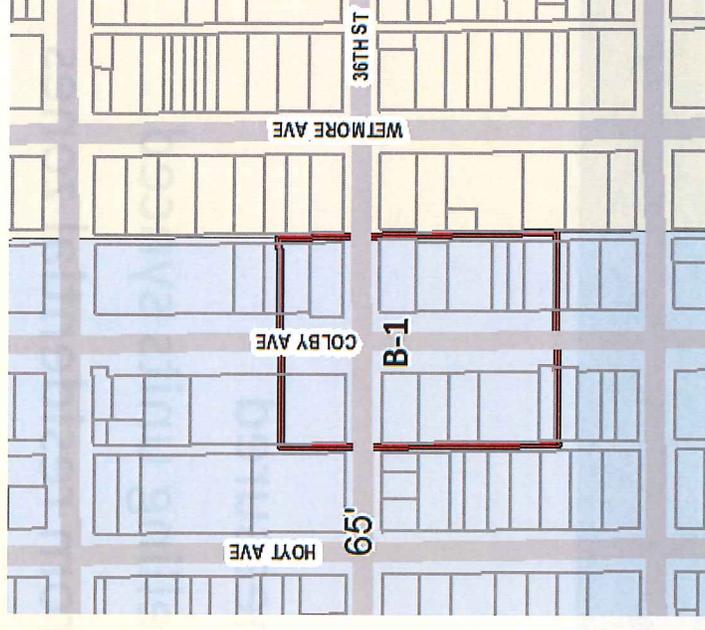
Main Changes Considered:

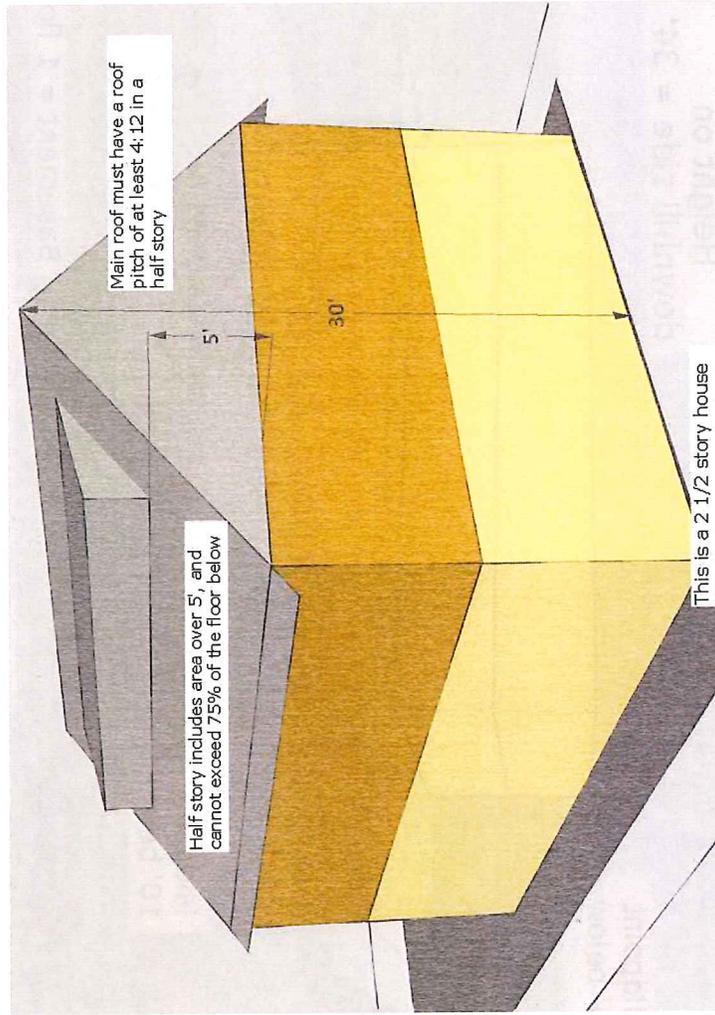
- Consolidates 10 chapters into 1
- Maps heights throughout the city
- Could change how some heights are measured
- Height of accessory structures and dwelling units synced
- Develops one approach to transition from residential zones



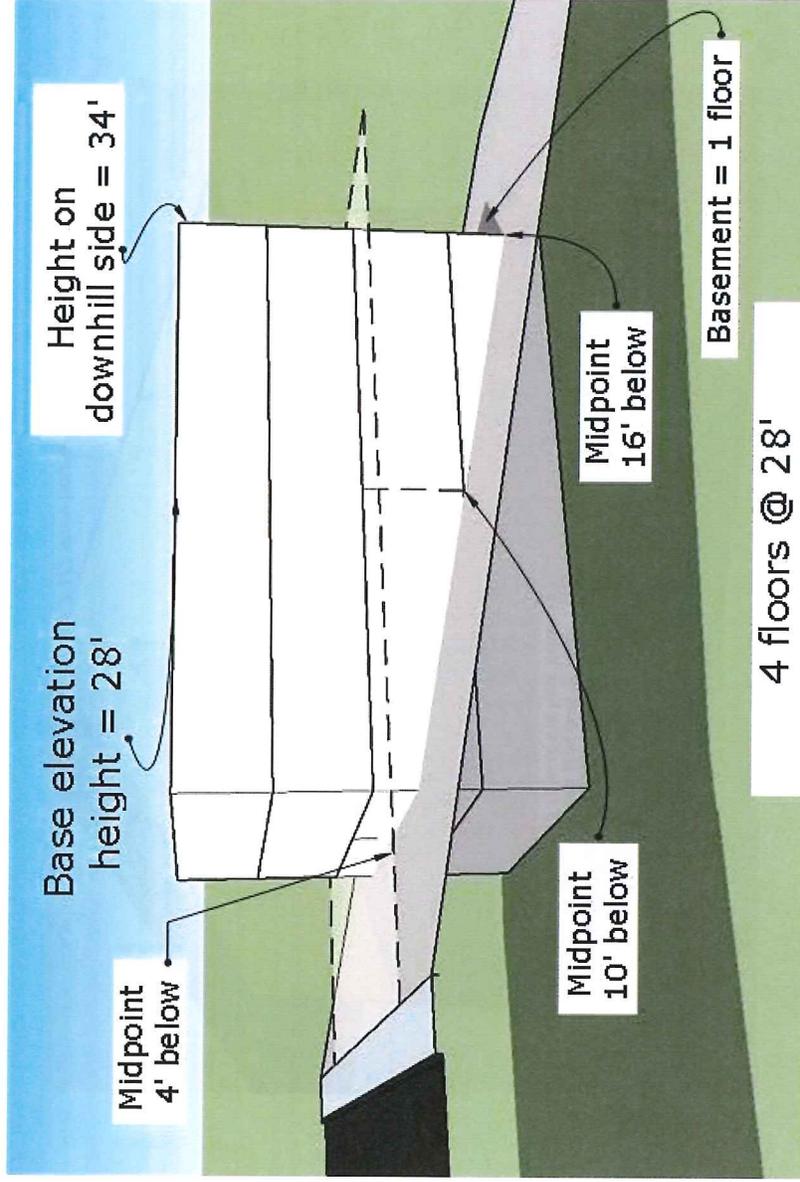
Code Consolidation

- Internal inconsistency & complexity
 - 5 heights for M-2 zone found in 2 chapters & 1 footnote
 - Conflicts between sections:
 - B-1 has 28' height limitation
 - Core Residential Area allows 65'

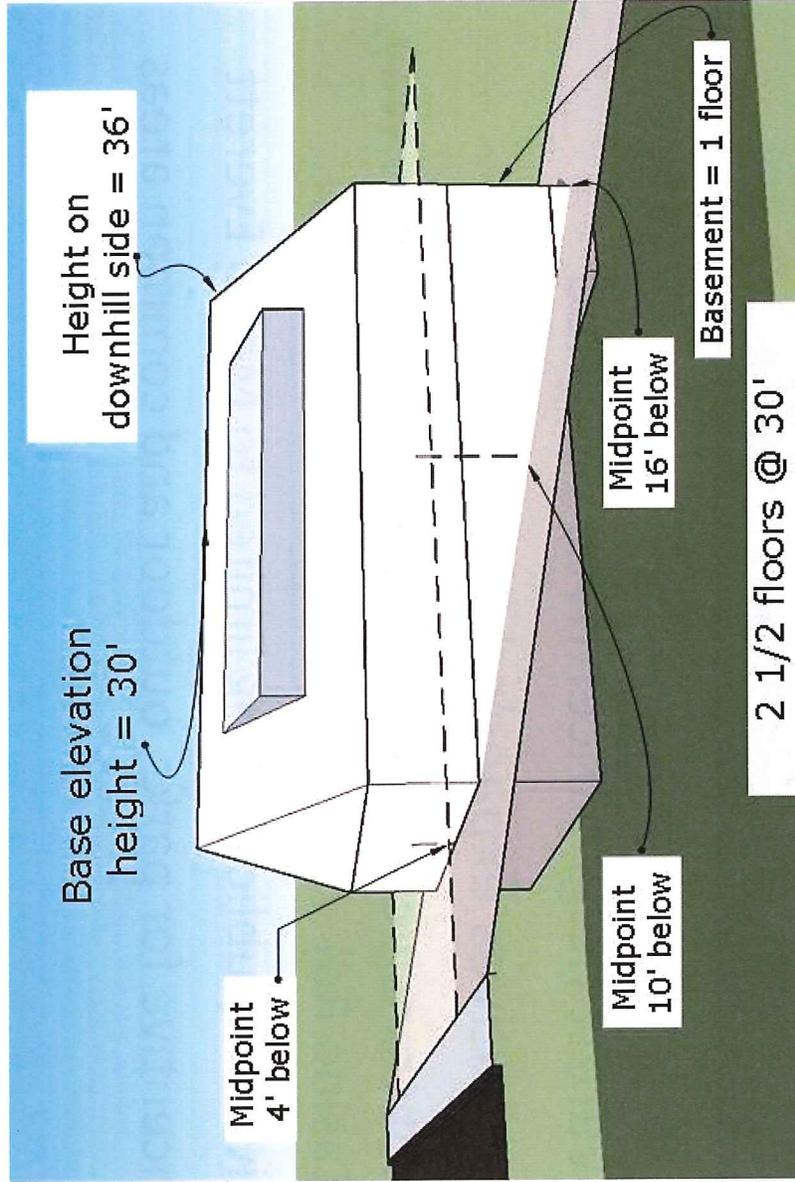




Current Code



Draft Code

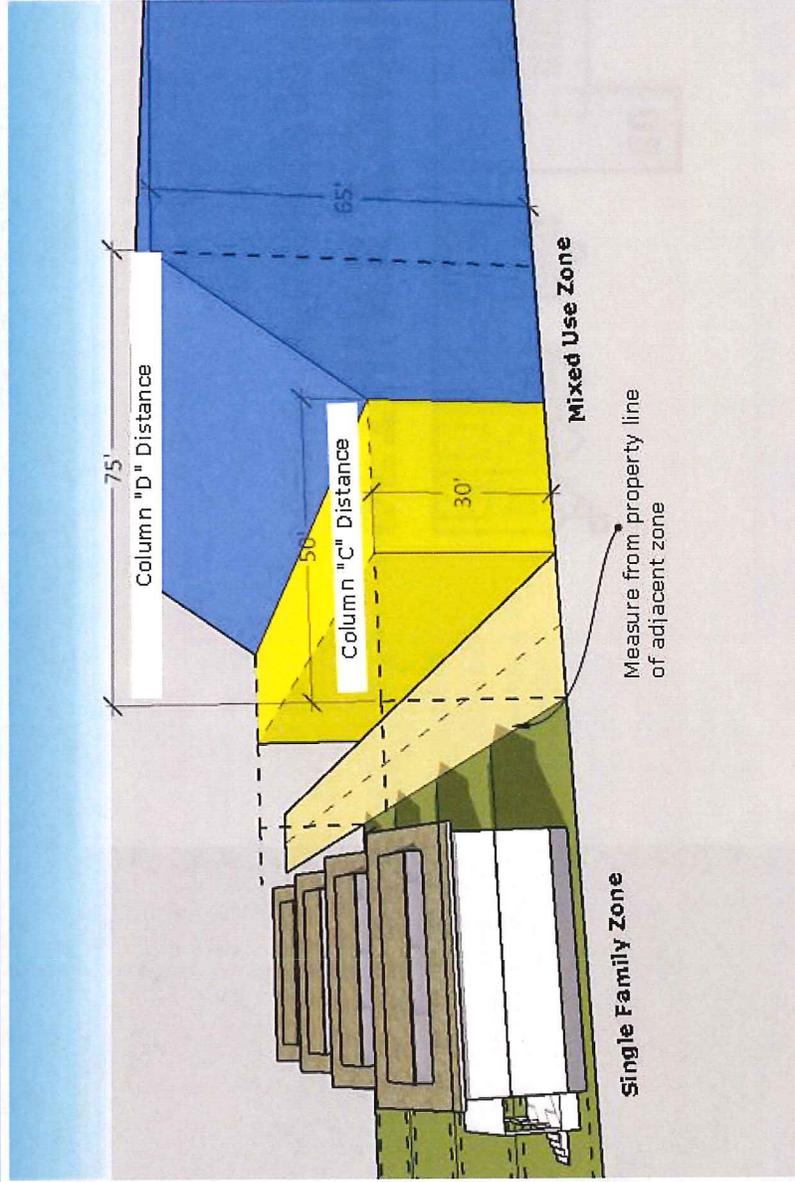


Height Incentives

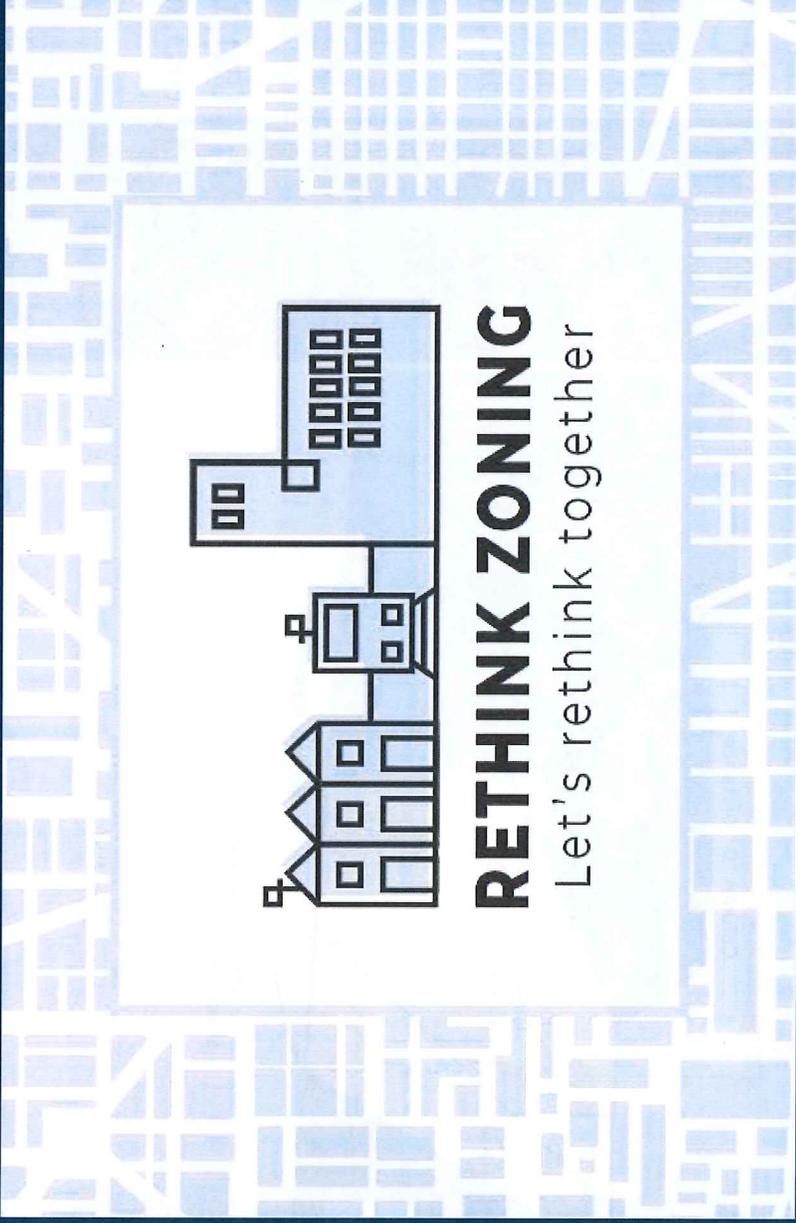
- Metro Everett height incentives retained
- Height incentives expanded to include:
 - Frequent transit corridors (Broadway, Evergreen Way, Everett Mall, Casino Rd)
 - Incentive for public parking limited to Metro Everett
 - New incentive for parks, outdoor and common areas



Height Transition from Residential Zones



Dev. site	Adj. Zone	Column C*	Column D*
UR1 & UR2	n/a	n/a	
UR3 & UR4	UR1 or UR2	35'	55'
NB	UR1 or UR2	35'	55'
B & MU	UR1, UR2, UR3, or UR4	50'	75'
LI1	UR1, UR2, UR3, or UR4	75'	110'
LI2	UR1, UR2, UR3, or UR4	100'	150'
HI	UR1, UR2, UR3, or UR4	150'	225'



www.everettwa.gov/rethink



Project title: Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

Council Bill # *interoffice use*

CB2001-01

Agenda dates requested:

1/15/20
1/22/20
1/29/20

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

1. Ordinance

Department(s) involved:

All

Contact person:

Paul McKee

Phone number:

425-257-8938

Email:

pmckee@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Ordinance

Project: Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

Partner/Supplier : 3113 Investments, LLC

Location: 3100 Block of Rockefeller Avenue

Preceding action: 10/9/2019 Passed Resolution No. 7435 and set public hearing date.
11/6/19 Public Hearing

Fund: 145 – Real Property Fund

City Council Agenda Item Cover Sheet

Fiscal summary statement:

The vacated right of way has an appraised value of \$100,800.00 to be paid as compensation to the City's Real Property Fund # 145.

Project summary statement:

On October 9, 2019, City Council passed Resolution No. 7435 accepting the petition and setting the Public Hearing date of November 6, 2019, for the proposed vacation of the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.

At the November 6, 2019, public hearing, no comments were received by the City Council regarding the proposed vacation.

The attached Ordinance requires that compensation equal to one hundred percent of the current appraised value (\$100,800) be provided to the City for the right of way area being vacated. Per Resolution 7397, one-half of the \$100,800 received as compensation for the right of way being vacated will be set aside to help the fund acquisition, improvement, development and/or related maintenance of public open space or transportation capital projects within the city.

Recommendation (exact action requested of Council):

Adopt Ordinance Vacating the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 739, Plat of Everett Land Company's First Addition to Everett.



ORDINANCE NO. _____

An **ORDINANCE** providing for the Vacation of the east/west alley in the 3100 block of Rockefeller Avenue adjacent to Lot 1, Block 793, Plat of Everett Land Company's First Addition to Everett.

WHEREAS,

- A. 3113 Investments, LLC owner of 3113 Rockefeller Ave (the "Petitioner") did petition for the vacation of certain rights of way in the City.
- B. The City Council did, by Resolution No. 7435, establish November 6, 2019, at 6:30 P.M. as the date of the public hearing.
- C. After holding the public hearing, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way as provided for in this Ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Vacation.

The following described rights of way;

ALL THAT PORTION OF THE EAST/WEST ALLEY ABUTTING LOT 1, BLOCK 793, PLAT OF EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, IN SNOHOMISH COUNTY, WASHINGTON

are hereby vacated pursuant to the conditions set forth in this Ordinance.

Section 2. That the City shall not be responsible nor liable for storm drainage runoff resulting from existing drainage patterns as established on City rights of way that may currently, or in the future, go over, under or across the above-described rights of way.

Section 3. That this Ordinance shall not become effective until the Petitioners have compensated the City in an amount equal to one hundred percent of the current appraised value of the area described in Section 1. The Petitioners shall have ninety (90) days following passage of this Ordinance to exercise this vacation. Unless otherwise amended by City Council, this Ordinance shall be null and void if the Petitioners fail to exercise this vacation within ninety (90) days following passage of this

Ordinance.

Section 4. 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 internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. 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 7. 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 8. Upon the satisfaction of the conditions as set forth in Section 3, this Ordinance shall become effective and a certified copy shall be recorded within the Snohomish County Auditor's Office.

Section 9. All moneys derived from the vacation of the herein described rights of way shall be deposited into the Real Property Acquisition Fund 145.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____