

# EVERETT CITY COUNCIL AGENDA

## 12:30 P.M., WEDNESDAY, MARCH 25, 2020

### CITY COUNCIL CHAMBERS

Roll Call

Pledge of Allegiance

Approval of Minutes: March 18, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,697,529.50 for the period of March 7, 2020 through March 13, 2020.

Documents:

[res-14.pdf](#)

(2) Authorize the Mayor to sign the Settlement Agreement with U.S. Golden Eagle Farms LP and Golden Eagle Farms LTD.

Documents:

[Eagle.pdf](#)

(3) Authorize the Mayor to sign Amendment No. 1 to the Agreement for Sewage Disposal between the City of Everett and Alderwood Water and Wastewater District.

Documents:

[Alderwood.pdf](#)

(4) Authorize the Purchase of six Ford vehicles from Bickford Ford through Snohomish County contract #062-16SR/EVT#2018-065 in the amount of \$219,968.93, including Washington State sales and vehicles taxes.

Documents:

[Bickford-1.pdf](#)

(5) Approve the Seattle Outboard Association application to hold a two-day boating regatta on Silver Lake on June 6 and 7, 2020.

Documents:

[Seattle Outboard.pdf](#)

(6) Authorize Call for Bids for the Maple Heights Bridge Seismic Retrofit Project.

Documents:

[Maple Heights.pdf](#)

(7) Award contract for the 2020 Biosolids Removal Project to the American Process Group Inc., in the amount of \$673,710.84, including Washington State sales tax.

Documents:

[American Process.pdf](#)

(8) Authorize the Mayor to sign the Time of Day Load Profile Data Participation Agreement between the City of Everett and Snohomish County Public Utility District.

Documents:

[Day Profile.pdf](#)

(9) Authorize the Mayor to sign the Arlington Municipal Airport Use Agreement regarding use of the airport for driver training purposes, at no additional cost to the City of Everett.

Documents:

[Arlington Airport.pdf](#)

#### ACTION ITEMS:

(10) CB 2003-15 –3rd and final Reading - Adopt the Proposed Ordinance amending Ordinance No 2784-04, to align motorized scooter regulations with Bicycle regulations and other State Laws related to motorized foot scooters.

Documents:

[CB 2003-15.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.)

(11) CB 2003-18 – 1st Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “Kasch Park Multipurpose Fields 2 and 3 – Replacement and Renovation”, Fund 354, Program 049, to accumulate all costs for the Improvement Project, as established by Ordinance No. 3489-16. (3rd and final reading on 4-8-20).

Documents:

[CB 2003-18.pdf](#)

(12) CB 2003-19 – 1st Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “Deer Park Playground Replacement”, Fund 354, Program 057, to accumulate all costs for the Improvement Project, as established by Ordinance No. 3634-18. (3rd and final reading on 4-8-20).

Documents:

[CB 2003-19.pdf](#)

(13) CB 2003-20 – 1st Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “Forterra Restoration Plan”, Fund 354, Program 058, for the continued implementation of a restoration plan for several publicly owned urban forested areas within the City of Everett, as established by Ordinance No 3651-18. (3rd and final reading on 4-8-20).

Documents:

[CB2003-20.pdf](#)

PROPOSED ACTION ITEMS:

(14) CB 2003-16 – 2nd Reading – Adopt the Proposed Ordinance approving the appropriations of the 2020 City of Everett Budget and amending Ordinance No. 3707-19. (3rd and final reading on 4-1-20).

Documents:

[CB2003-16.pdf](#)

(15) Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties. (Action and public hearing on 4-8-20).

Documents:

[City owned Property.pdf](#)

(16) CB 2003-17 – 2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, “Jackson Park Area Stormwater Separation and Treatment” Fund 336, Program 012. (3rd and final reading on 4-1-20).

Documents:

[CB 2003-17.pdf](#)

Executive Session

Adjourn

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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 March 7, 2020 through March 13, 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	104.65	101	Parks & Recreation	36,687.32
002	General Government	88,573.82	110	Library	21,929.78
003	Legal	1,544.00	112	Community Theater	12,500.00
004	Administration	39.10	120	Public Works-Streets	3,231.16
009	Misc Financial Funds	811,791.47	138	Hotel/Motel Tax	50,000.00
021	Planning & Community Develop	3,923.39	146	Property Management	40,478.74
026	Animal Shelter	5,576.32	148	Cum Reserve-Parks	14.88
027	Senior Center	1,297.47	152	Cum Reserve-Library	23.06
031	Police	5,124.57	153	Emergency Medical Services	57,158.02
032	Fire	15,062.28	156	Criminal Justice	34,826.00
038	Facilities/Maintenance	4,680.43	197	CHIP Loan Program	12,166.70
	<b>TOTAL GENERAL FUND</b>	<b>\$ 937,717.50</b>	303	PW Improvement Projects	1,276.58
			336	Water & Sewer Sys Improv Proj	11,125.28
			342	City Facilities Construction	1,000.00
			354	Parks Capital Construction	3,009.80
			401	Public Works-Utilities	338,831.66
			402	Solid Waste Utility	1,249.15
			425	Public Works-Transit	30,386.51
			430	Everpark Garage	34,502.80
			440	Golf	27,729.94
			501	MVD-Transportation Services	19,317.82
			503	Self-Insurance	2,109.89
			505	Computer Reserve	15,760.00
			507	Telecommunications	836.31
			638	Fire Pension	3,660.60
			<b>TOTAL CLAIMS</b>	<b>\$ 1,697,529.50</b>	

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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



**Project title:** Settlement Agreement with U.S. Golden Eagle Farms LP and Golden Eagle Farms Ltd

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Consideration:** Approve Settlement Agreement

**Project:** Settlement of Litigation

**Other Parties :** U.S. Golden Eagle Farms LP and Golden Eagle Farms Ltd

**Location:** Lowell Larimer Road

**Preceding action:** Authorization of Lawsuit

**Fund:** None

**Agenda dates requested:**

March 25, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  x  No

**Budget amendment:**

Yes  x  No

**PowerPoint presentation:**

Yes  x  No

**Attachments:**

Settlement Agreement

**Department(s) involved:**

Public Works, Legal

**Contact person:**

Tim Benedict

**Phone number:**

425.257.8669

**Email:**

TBenedict@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

*None*

**Project summary statement:**

In 2017, the abutting owners excavated a new drainage ditch near Lowell-Larimer Road. Soon thereafter, a portion of the road collapsed partially. City Council authorized a lawsuit against the owners in late 2019. Under the proposed agreement, the owners and their insurer will pay about \$213,660.90 in exchange for the City releasing the road damage claim.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to Sign Settlement Agreement with U.S. Golden Eagle Farms LP and Golden Eagle Farms Ltd



## SETTLEMENT AGREEMENT

This Settlement Agreement is dated for reference purposes February \_\_, 2020, by and among the CITY OF EVERETT (the “City” or “Plaintiff”); U.S. GOLDEN EAGLE FARMS LP and GOLDEN EAGLE FARMS LTD (collectively, “Golden Eagle” or “Defendants”).

### RECITALS

A. In 2017, Golden Eagle excavated a drainage ditch on its property, which the City claims caused damage to Lowell-Larimer Road. Golden Eagle denies this.

B. On September 4, 2019, the City served a summons and complaint on Golden Eagle, regarding the alleged damage to Lowell-Larimer Road (the “Lawsuit”). The Lawsuit complaint is attached as Exhibit A. The City has not filed the Lawsuit.

C. The City and Golden Eagle wish to settle their disputes, in accordance with the terms and conditions of this Settlement Agreement.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Golden Eagle agree as follows:

#### SECTION 1: SETTLEMENT PAYMENT

No later than 10 business days after the date of full execution of this Agreement (including any City Council approvals needed), Golden Eagle, through its insurer, shall pay to the City an amount equal to \$213,660.90.

#### SECTION 2: RELEASE

Except for Golden Eagle’s obligations concerning payment under this Settlement Agreement, the City hereby effective upon delivery of the payment set forth in Section 1 releases and fully and forever discharges Golden Eagle, and any principals, agents, subsidiaries, directors, agents, and insurers, from any and all claims, demands, debts, guarantees, liabilities, obligations, liens, general, special or consequential damages, losses, or potential losses, through any and all actions or causes of action of any nature whatsoever, whether known or unknown, foreseen or unforeseen, at law or in equity or by statute, that the City now has or that may subsequently accrue to the City, that arise from damage to Lowell-Larimer Road caused by Golden Eagle’s 2017 excavation.

#### SECTION 3: LAWSUIT

The City will not file the Lawsuit. The parties agree that this Agreement has the same effect as a dismissal with prejudice of the Lawsuit.

#### SECTION 4: MISCELLANEOUS PROVISIONS

A. 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 Settlement Agreement.

B. Venue. The parties shall bring any litigation arising out of or relating to this Settlement Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Settlement Agreement constitutes the entire agreement of the parties relating to the subject matter of this Settlement Agreement. This Settlement Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Settlement Agreement will be effective unless it is in writing and signed by the Mayor of the City and an authorized representative of Golden Eagle.

E. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Settlement 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.

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

G. Captions. The titles of sections are for convenience only and do not define or limit the contents.

H. Negotiated Agreement. The parties acknowledge that this is a negotiated Settlement Agreement, that they have had the opportunity to have this Settlement Agreement reviewed by their respective legal counsel, and that the Settlement Agreement is not to be construed against any party on the basis of which party drafted the Settlement Agreement.

I. No Admission. This Agreement is in compromise of a dispute, and it is not an admission of liability on the part of the City or Golden Eagle. The City and Golden Eagle specifically deny any liability. The purpose of this Agreement is solely to avoid the cost and undesirable effects of litigation.

**IN WITNESS WHEREOF**, the City and Golden Eagle have executed this Settlement Agreement as of the date first above written.

CITY:

CITY OF EVERETT  
WASHINGTON

By: \_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

GOLDEN EAGLE:

U.S. GOLDEN EAGLE FARMS LP

By: \_\_\_\_\_ James Chu  
Its: \_\_\_\_\_ Assistant General Manager

\_\_\_\_\_  
Feb 10, 2020  
Date

GOLDEN EAGLE FARMS LTD

By: \_\_\_\_\_ James Chu  
Its: \_\_\_\_\_ Assistant General Manager

\_\_\_\_\_  
Feb 10 2020  
Date





**Project title:** Amendment No. 1 to Agreement between the City of Everett and Alderwood Water and Wastewater District

**City Council Agenda Item Cover Sheet**

**Council Bill #**

**Project:** Amendment to Agreement for Sewage Disposal

**Partner/Supplier :** Alderwood Water and Wastewater District (AWWD)

**Location:** AWWD Service Area

**Preceding action:** Approval of the 1981 Agreement

**Fund:** 401

**Agenda dates requested:**

March 25<sup>th</sup>, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Public Works

**Contact person:**

Jim Miller

**Phone number:**

425-257-8880

**Email:**

jmiller@everettwa.gov

**Fiscal summary statement:**

This amendment continues the status quo relative to the wholesale rate for the City's disposal of the District's sewage.

**Project summary statement:**

The 1981 Sewage Disposal Agreement between the City and Alderwood Water and Wastewater District expires on March 31, 2020. Staff has been negotiating a new agreement, but it is not ready to be signed at this time.

Therefore, the proposed amendment would extend the existing agreement for up to a year. This would keep all of the existing operating and financial methodologies in place until a new agreement is approved by City Council. This is expected to occur later this year.

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 1 to Agreement for Sewage Disposal between the City of Everett and Alderwood water and Wastewater District.

AMENDMENT NO 1  
to  
AGREEMENT FOR SEWAGE DISPOSAL  
between  
The City of Everett  
and  
Alderwood Water and Wastewater District

This AMENDMENT NO. 1 TO AGREEMENT FOR SEWAGE DISPOSAL (this "*Amendment*") is dated for reference purposes the \_\_\_ day of March, 2020, and is by and between the City of Everett, a Washington municipal corporation ("*Everett*") and Alderwood Water and Wastewater District, a Washington municipal corporation ("*District*") (individually a "*Party*" and collectively the "*Parties*").

**RECITALS**

- A. The Parties are each authorized to operate sewer and water systems and to enter into agreements regarding water and regarding the conveyance, treatment and disposal of sewage.
- B. Everett and District are parties to the Agreement for Sewage Disposal dated December 30, 1981 (the "*1981 Sewage Agreement*").
- C. The 1981 Sewage Agreement expires on March 31, 2020. The Parties are currently negotiating a replacement agreement, which should be ready for Everett City Council and District Board of Commissioners consideration later in 2020.
- D. The Parties desire to extend the 1981 Sewage Agreement for up to one year, to give time for conclusion of negotiations and for consideration by the Everett City Council and District Board of Commissioners.

**AGREEMENT**

The Parties agree as follows:

- 1. Amendment to Section XII. Section XII of the 1981 Sewage Agreement is hereby amended to read as follows:

This Agreement shall be in full force and effect and binding upon the parties until March 31, 2021.

- 2. Full Force and Effect. All provisions of the 1981 Sewage Agreement remain in full force and effect, except as expressly modified by this Amendment.

*[Signature page follows]*

**ALDERWOOD WATER &  
WASTEWATER DISTRICT  
("DISTRICT")**

**CITY OF EVERETT ("EVERETT")**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
MAYOR

ATTEST:

ATTEST:

\_\_\_\_\_  
SECRETARY

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
DISTRICT ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY



**Project title:** Authorize Purchase of six Ford vehicles from Bickford Ford from Snohomish County Contract #062-16SR/EVT#2018-065

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Project:** Snohomish County Contract #062-16SR/EVT#2018-065

**Partner/Supplier :** Bickford Ford

**Location:**

**Preceding action:** 2020 Vehicle Replacement Budget Adoption

**Fund:** 126

**Agenda dates requested:**

March 25, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  X No

**Budget amendment:**

Yes  X No

**PowerPoint presentation:**

Yes  X No

**Attachments:**

Vehicle Quotes

**Department(s) involved:**

Purchasing, Motor Vehicles  
Fire, Parks, and Public  
Works

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

Funding for the vehicles was approved in the 2020 vehicle replacement budget.

**Project summary statement:**

Departments have requested to replace the vehicles listed in the table below that have exceeded their useful lives. The requested Ford vehicles are as follows:

Department	New Vehicle Requested	New Unit #	Replacing Vehicle #	Cost
Police	(1) 2020 Ford Police Interceptor Utility Hybrid	P0476	P0270	\$48,290.75
Police	(1) 2020 Ford F-250 4x4 Pick-Up	P0473	V0127	\$38,686.96
Public Works – Utilities	(1) 2020 Ford F-150 SSV 4x4 Pick-Up	V0345	V0146	\$40,948.93
Public Works – Utilities	(1) 2020 Ford F-150 4x4 Pick-Up	V0339	V0160	\$33,575.20
Public Works - Utilities	(1) 2020 Ford F-550 4x4 truck	J0178	J0077	\$58,467.09

Total \$219,968.93

All the vehicles are available for purchase from Bickford Ford through the Snohomish County competitively bid contract #062-16SR – EVT #2018-065. The City has an Interlocal agreement with Snohomish County that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own. Motor Vehicles has compared the pricing of the Snohomish County contract against other cooperative contracts and determined that the Snohomish County contract provides the best pricing for the City.

**Recommendation (exact action requested of Council):**

Authorize Purchase of six Ford vehicles from Bickford Ford through Snohomish County Contract #062-16SR/EVT#2018-065 in the amount of \$219,968.93, including Washington state sales and vehicle taxes.

CNGP530

VEHICLE ORDER CONFIRMATION

02/20/20 13:38:05

==>

Dealer: F74540

2020 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: D2 Ord FIN: QI111 Order Type: 5B Price Level: 035

Ord PEP: 600A Cust/Flt Name: EVERETT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W2B	F250 4X4 CREW/C	\$40095	\$38090.00			
	160" WHEELBASE					
J7	MAGNETIC			17S	TRAILER TOW PKG	
1	CLTH 40/20/40	315	286.00		FLEET SPCL ADJ	NC (585.00)
S	MEDIUM EARTH GR				STX APPEAR PKG	1825 1661.00
600A	PREF EQUIP PKG				.CRUISE CONTROL	
	.XL TRIM			18B	.BRIGHT GRILLE	
572	.AIR CONDITIONER	NC	NC		.CST ALUMINUM-18	
	.AMFM/MP3/CLK				PLAT RUNNING BD	445 405.00
996	.6.2L EFI V8 ENG	NC	NC		10000# GVWR PKG	
44S	6-SPD AUTOMATIC	NC	NC		TOTAL BASE AND OPTIONS	48890 42830.56
TDX	LT275/70BSWAT18	265	241.00		TOTAL	48890 42830.56
X3E	3.73 ELOCKING	390	355.00		*THIS IS NOT AN INVOICE*	
90L	PWR EQUIP GROUP	1125	1024.00		* MORE ORDER INFO NEXT PAGE *	
	JOB #1 BUILD				F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC086801

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530

VEHICLE ORDER CONFIRMATION

02/20/20 13:38:19

==>

Dealer: F74540

2020 F-SERIES SD

Page: 2 of 2

Order No: 0000 Priority: D2 Ord FIN: QI111 Order Type: 5B Price Level: 035

Ord PEP: 600A Cust/Flt Name: EVERETT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
41P	SKID PLATES	\$100	\$91.00	85S	TOUGH BED	\$595 \$542.00
425	50 STATE EMISS	NC	NC	913	SYNC 3	450 410.00
43B	BACKGLASS DEF	60	54.00	924	PRIVACY GLASS	30 28.00
43C	110V/400W OUTLT	NC	NC		SP DLR ACCT ADJ	(1548.00)
471	CAMPER PACKAGE	160	145.00		SP FLT ACCT CR	(1301.00)
512	SPARE TIRE/WHL2	NC	NC		FUEL CHARGE	20.56
52B	BRAKE CONTROLLR	270	245.00	B4A	NET INV FLT OPT	NC 7.00
	TELE TT MIR-PWR JACK				DEST AND DELIV	1595 1595.00
61N	WHL WLL LNR F&R	325	296.00		TOTAL BASE AND OPTIONS	48890 42830.56
66L	LED BOX LIGHT	60	54.00		TOTAL	48890 42830.56
66S	UPFITTER SWTCH	165	150.00		*THIS IS NOT AN INVOICE*	
67D	200/240 AMP ALT	NC	NC			
76R	REV VEH AID SEN	245	223.00			
85G	TAILGATE STEP	375	342.00			

F1=Help

F2=Return to Order

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

\$ 42830.56 NET COST  
 \$ 900.00 MARK UP  
 \$- 8400.00 GPC  
 \$ 35330.56 PLUS 9.5% TAX

Thank You,  
 Chris Webster  
 Bickford Motors  
 Commercial Account Manager  
 425-330-7687 cell  
 360-563-0909 direct  
 www.bickford.net

2020 FORD EXPLORER INTERCEPTOR HYBRID DARK BLUE

CNGP530 VEHICLE ORDER CONFIRMATION 03/11/20 12:25:58  
 ==> Dealer: F74540  
 Page: 1 of 3  
 2020 EXPLORER 4-DOOR  
 Order No: 0000 Priority: F2 Ord FIN: Q1111 Order Type: 5B Price Level: 040  
 Ord Code: 500A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 K8A 4DR AWD POLICE \$40615 \$39396.00 17T CARGO DOME LAMP \$50 \$47.00  
 .119" WHEELBASE 18D GBL LOCK/UNLOCK NC NC  
 LK DARK BLUE 18X 100 WATT SIREN 315 296.00  
 9 CLTH BKTS/VNL R 19K H8 AGM BATTERY 110 103.00  
 6 EBONY 21L FRONT AUX LIGHT 550 517.00  
 500A EQUIP GRP 425 50 STATE EMISS NC NC  
 .AM/FM STEREO 43A REAR AUX LIGHTS 395 371.00  
 99W .3.3L HYBRID NC NC 43D COURTESY DISABL 25 24.00  
 44B .10-SP MOD HYBRD NC NC  
 JOB #2 ORDER TOTAL BASE AND OPTIONS 51445 46201.14  
 67U ULTIMATE WR KIT 560 526.00 TOTAL 51445 46201.14  
 .GRILL WIRING \*THIS IS NOT AN INVOICE\*  
 .RR MOUNT PLATE \* MORE ORDER INFO NEXT PAGE \*  
 FLEET SPCL ADJ NC (465.00) F8=Next  
 17A AUX CLIMATE CTL 610 573.00 F3/F12=veh Ord Menu  
 F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library  
 S006 - MORE DATA IS AVAILABLE. QC08680

CNGP530 VEHICLE ORDER CONFIRMATION 03/11/20 12:26:04  
 ==> Dealer: F74540  
 Page: 2 of 3  
 2020 EXPLORER 4-DOOR  
 Order No: 0000 Priority: F2 Ord FIN: Q1111 Order Type: 5B Price Level: 040  
 Ord Code: 500A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 47A ENGINE IDLE \$260 \$244.00 86T RR TAILLAMP HSG NC NC  
 51T SPT LAMP DR LED 420 394.00 96T RR SPLR TRFC LT 1495 1405.00  
 549 PWR MIRR HTD 60 56.00 96W FRT VISOR LIGHT 1145 1076.00  
 \*\*\*\* 59B KEY CODE 1284X 50 47.00 153 FRT LICENSE BKT NC NC  
 60R NOISE SUPPRESS 100 94.00 SP DLR ACCT ADJ (1614.00)  
 63B SD MARKER LGHTS 290 273.00 SP FLT ACCT CR (1382.00)  
 63L QTR GLASS LIGHT 575 541.00 FUEL CHARGE 5.14  
 66A FRONT HDLMP PKG 895 841.00 B4A NET INV FLT OPT NC 7.00  
 66B TAIL LAMP PKG 430 405.00  
 66C REAR LIGHT PKG 455 428.00 TOTAL BASE AND OPTIONS 51445 46201.14  
 67V CONNECTOR KIT 185 174.00 TOTAL 51445 46201.14  
 .WIRING KIT-RR \*THIS IS NOT AN INVOICE\*  
 .WIRING KIT-FRT  
 76D DEFLECTOR PLATE 335 315.00  
 76R REVERSE SENSING 275 259.00  
 F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library  
 S006 - MORE DATA IS AVAILABLE. \$ 46201.14 NET COST  
 \$ 900.00 MARK UP  
 \$- 3000.00 GPC  
 \$ 44101.14 PLUS 9.5% TAX

Thank You,  
 Chris Webster  
 Bickford Motors  
 Commercial Account Manager  
 425-330-7687 cell  
 360-563-0909 direct  
 www.bickford.net

2020 FORD F-150 CREW CAB 4X4 SSV 157" W/BASE 5.0L V-8

CNGP530 VEHICLE ORDER CONFIRMATION 02/24/20 19:09:59  
 ==> 2020 F-150 Dealer: F74540  
 Page: 1 of 3  
 Order No: 0000 Priority: D3 Ord FIN: QI111 Order Type: 5B Price Level: 035  
 Ord Code: 101A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 W1E F150 4X4 CREW \$40800 \$38964.00 LT CAPABILITY  
 157" WHEELBASE 7050# GVWR  
 YZ OXFORD WHITE FLEET SPCL ADJ NC (490.00)  
 S CLTH NO CONSOLE NC NC FRT LICENSE BKT NC NC  
 G MED EARTH GRAY 18B BLK PLAT BDS 250 228.00  
 101A EQUIP GRP 2480 2257.00 41H ENG BLOCK HTR 90 82.00  
 .XL SERIES 422 CALIF EMISSIONS NC NC  
 .POWER EQUIP GRP  
 .FORDPASS CONNCT TOTAL BASE AND OPTIONS 50185 44294.28  
 .CRUISE CONTROL XL MID DISCOUNT (750) (683.00)  
 .17"SILVER STEEL TOTAL 49435 43611.28  
 995 5.0L V8 FFV ENG NC NC \*THIS IS NOT AN INVOICE\*  
 44G ELEC 10-SPDAUTO  
 T7C LT245/70R17E 295 269.00 \* MORE ORDER INFO NEXT PAGE \*  
 XL3 3.31 ELEC LOCK NC NC F8=Next  
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library  
 0006 - MORE DATA IS AVAILABLE. QC08680

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530 VEHICLE ORDER CONFIRMATION 02/24/20 19:10:04  
 ==> 2020 F-150 Dealer: F74540  
 Page: 2 of 3  
 Order No: 0000 Priority: D3 Ord FIN: QI111 Order Type: 5B Price Level: 035  
 Ord Code: 101A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 SYNC 96W SPRAY-IN LINER \$595 \$542.00  
 53B CLASS IV HITCH 150 137.00 FLEX FUEL  
 54R MIR DUAL PWR 305 277.00 98G CNG/PROPANE PAC 315 286.00  
 55A FX4 OFF ROAD 905 823.00 SP DLR ACCT ADJ (1571.00)  
 .SKID PLATES SP FLT ACCT CR (1315.00)  
 57Q REAR DEFROSTER 220 200.00 FUEL CHARGE 10.28  
 59S LED SPOTLIGHTS 175 160.00 84A NET INV FLT OPT NC 7.00  
 59S FOG LAMPS 140 128.00  
 63T TAILGATE STEP 375 342.00 TOTAL BASE AND OPTIONS 50185 44294.28  
 655 EXT RANGE TANK 445 405.00 XL MID DISCOUNT (750) (683.00)  
 66S SSV PKG 50 46.00 TOTAL 49435 43611.28  
 67T TRL BRAKE CONTR 275 251.00 \*THIS IS NOT AN INVOICE\*  
 76R REV SENSING SYS 275 251.00  
 91P 8-WAY PWR SEAT 350 319.00  
 924 PRIVACY GLASS 100 91.00  
 F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library  
 0006 - MORE DATA IS AVAILABLE.

\$ 43611.28	NET COST
\$ 900.00	MARK UP
\$ 220.00	W/TECH MATS F & R
\$ 225.00	FLAPS F & R
\$ 650.00	LED SPOTLIGHT
\$ 990.00	SETINA PB8 & PB400
\$ - 9200.00	GPC
\$ 37396.28	PLUS 9.5% TAX

Thank You,  
 Chris Webster  
 Bickford Motors  
 Commercial Account Manager  
 425-330-7687 cell  
 360-563-0909 direct  
 www.bickford.net

2020 FORD F-150 SUPER CAB 4X4 XL 101A PKG 2.7L 145" W/B

CNGP530 VEHICLE ORDER CONFIRMATION 02/06/20 13:35:09  
 ==> \_\_\_\_\_ 2020 F-150 Dealer: F74540  
 Order No: 0000 Priority: D1 Ord FIN: QI111 Order Type: 5B Price Level: 035 Page: 1 of 2  
 Ord Code: 101A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 X1E F150 4X4 S/C \$36010 \$34389.00 LT CAPABILITY  
 145" WHEELBASE 6500# GVWR  
 YZ OXFORD WHITE FLEET SPCL ADJ NC (490.00)  
 \*\* C CLOTH 40/20/40 FRT LICENSE BKT NC NC  
 G MED EARTH GRAY 18B BLK PLAT BDS 250 228.00  
 101A EQUIP GRP 2480 2257.00 422 CALIF EMISSIONS NC NC  
 .XL SERIES SYNC  
 .POWER EQUIP GRP TOTAL BASE AND OPTIONS 44210 38997.28  
 .FORDPASS CONNCT XL MID DISCOUNT (750) (683.00)  
 .CRUISE CONTROL TOTAL 43460 38314.28  
 .17" SILVER STEEL \*THIS IS NOT AN INVOICE\*  
 99P 2.7L V6 ECOBST 995 906.00  
 44G ELEC 10-SPDAUTO  
 T7C LT245/70R17E 295 269.00  
 X19 3.55 REG AXLE NC NC  
 F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library  
 S006 - MORE DATA IS AVAILABLE.

PER SNOHOMISH COUNTY CONTRACT # 062-16SR

CNGP530 VEHICLE ORDER CONFIRMATION 02/06/20 13:35:14  
 ==> \_\_\_\_\_ 2020 F-150 Dealer: F74540  
 Order No: 0000 Priority: D1 Ord FIN: QI111 Order Type: 5B Price Level: 035 Page: 2 of 2  
 Ord Code: 101A Cust/Flt Name: EVERETT PO Number:  
 RETAIL DLR INV RETAIL DLR INV  
 \*\* 53B CLASS IV HITCH \$150 \$137.00  
 \*\* 54R MIR DUAL PWR 305 277.00 TOTAL BASE AND OPTIONS 44210 38997.28  
 \*\* 57Q REAR DEFROSTER 220 200.00 XL MID DISCOUNT (750) (683.00)  
 59S LED SPOTLIGHTS 175 160.00 TOTAL 43460 38314.28  
 \*\* 595 FOG LAMPS 140 128.00 \*THIS IS NOT AN INVOICE\*  
 \*\* 67T TRL BRAKE CONTR 275 251.00  
 \*\* 76R REV SENSING SYS 275 251.00  
 \*\* 91P 8-WAY PWR SEAT 350 319.00  
 \*\* 924 PRIVACY GLASS 100 91.00 \$ 38314.28 NET COST  
 \*\* 96W SPRAY-IN LINER 595 542.00 \$ 900.00 MARK UP  
 SP DLR ACCT ADJ (1379.00) \$ 428.00 SPARE KEYS W/ FOBS X 2  
 SP FLT ACCT CR (1151.00) \$ 220.00 WEATHER TECH F&R MATS  
 FUEL CHARGE 10.28 \$ 220.00  
 B4A NET INV FLT OPT NC 7.00 \$- 9200.00 GPC  
 DEST AND DELIV 1595 1595.00 \$ 30662.28 PLUS 9.5% TAX  
 F1=Help F2=Return to Order  
 F4=Submit F5=Add to Library  
 S099 - PRESS F4 TO SUBMIT

Thank You,  
 Chris Webster  
 Bickford Motors  
 Commercial Account Manager  
 425-330-7687 cell  
 360-563-0909 direct  
 www.bickford.net

2020 FORD F-550 SUPER CAB 4X4 DIESEL 192" WHEELBASE

CNGP530

VEHICLE ORDER CONFIRMATION

02/07/20 12:34:17

Dealer: F74540

Page: 1 of 3

Order No: 0000 Priority: C4 Ord FIN: QI111 Order Type: 5B Price Level: 035  
 Ord Code: 660A Cust/Flt Name: EVERETT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
* X5H	F550 4X4 S/C CC	\$46330	\$44014.00	TELE TT MIR-PWR		
	192" WHEELBASE			FLEET SPCL ADJ	NC	(585.00)
Z1	OXFORD WHITE			18A UPFIT INTER MOD	295	269.00 *
A	VNYL 40/20/40			18B PLAT RUNNING BD	445	405.00 *
S	MEDIUM EARTH GR			LESS TPMS		
660A	PREF EQUIP PKG			19500# GVWR PKG		
	.XL TRIM			41H ENG BLK HEATER	100	91.00 *
572	.AIR CONDITIONER	NC	NC	41P SKID PLATES	100	91.00 *
	.AMFM/MP3/CLK					
* 99T	6.7L V8 DIESEL	9325	8486.00	TOTAL BASE AND OPTIONS	64660	56598.60
* 44G	10-SPD AUTOMATC	NC	NC	TOTAL	64660	56598.60
* TGK	225 MAX TRAC	215	195.00	*THIS IS NOT AN INVOICE*		
* X8L	4.88 LTD SLIP	360	327.00			
* 41A	RAPID HEAT	250	228.00	* MORE ORDER INFO NEXT PAGE *		
* 90L	PWR EQUIP GROUP	915	832.00	F8=Next		

CONT:

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library  
 S006 - MORE DATA IS AVAILABLE. QC08680

CNGP530

VEHICLE ORDER CONFIRMATION

02/07/20 12:34:22

Dealer: F74540

Page: 2 of 3

2020 F-SERIES SD

Order No: 0000 Priority: C4 Ord FIN: Q1111 Order Type: 5B Price Level: 035  
Ord Code: 660A Cust/Flt Name: EVERETT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
* 425 50 STATE EMISS	NC	NC	68M PAYLD PLUS UPGR	\$1155	\$1051.00
* 43B BACKGLASS DEF	60	54.00	76C EX BACKUP ALARM	140	128.00
* 43C 110V/400W OUTLT	175	160.00	76S REMOTE START	250	228.00
* 473 SNOW PLOW PKG	250	228.00	872 RR CAM & PREP K	415	377.00
* 512 SPARE TIRE/WHL2	350	319.00	924 PRIVACY GLASS	30	28.00
* 52B BRAKE CONTRLLR	270	245.00	94P PRE COLL ASSIST	115	104.00
* 525 CRUISE CONTROL	235	214.00	98R OPRTR COMND REG	250	228.00
* 535 HI CAP TRLR TOW	580	528.00	SP DLR ACCT ADJ		(1957.00)
* 60C LANE DPRT WARN	115	104.00			
* 61J JACK	NC	NC	TOTAL BASE AND OPTIONS	64660	56598.60
* 61L WHL WLL LNR FRT	180	164.00	TOTAL	64660	56598.60
* 62R TRANS PTO PROV	NC	NC	*THIS IS NOT AN INVOICE*		
* 63A UTILITY LIGHT SYS	160	145.00	* MORE ORDER INFO NEXT PAGE *		
* 65Z AFT AXLE TANK	NC	NC	F7=Prev F8=Next		
* 67B 397 AMP ALTRNTR	NC	NC	F3/F12=Veh Ord Menu		

CONT:

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=submit F5=Add to Library  
S006 - MORE DATA IS AVAILABLE. Qc08680

PER SNOHOMISH COUNTY CONTRACT #062-16SR

CNGP530

VEHICLE ORDER CONFIRMATION

02/07/20 12:34:27

Dealer: F74540

Page: 3 of 3

2020 F-SERIES SD

Order No: 0000 Priority: C4 Ord FIN: Q1111 Order Type: 5B Price Level: 035  
Ord Code: 660A Cust/Flt Name: EVERETT PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
SP FLT ACCT CR		\$(1734.00)			
FUEL CHARGE		29.60			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1595	1595.00			
TOTAL BASE AND OPTIONS	64660	56598.60	\$ 56598.60	NET COST	
TOTAL	64660	56598.60	\$ 900.00	MARK UP	
*THIS IS NOT AN INVOICE*			\$ 120.00	FRONT FLOOR MATS	
			\$ 176.00	SPARE KEYS NON FOB	
			\$- 4400.00	GPC	
			\$ 53394.60	PLUS 9.5% TAX	

Thank You,  
Chris Webster  
Bickford Motors  
Commercial Account Manager  
425-330-7687 cell  
360-563-0909 direct  
www.bickford.net



**Project title:** Seattle Outboard Association Application to Hold a Two-Day Boating Regatta on Silver Lake on June 6 and 7, 2020

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Consideration:** Approve Seattle Outboard Association application for Regatta

**Project:** Annual Hydroplane Races at Silver Lake

**Partner/Supplier :** Seattle Outboard Association

**Location:** 3210 89<sup>th</sup> Ave. E., Edgewood, WA 98371

**Preceding action:** Park Board Recommendation 3/2/20

**Fund:** N/A

**Agenda dates requested:**

3/25/2020

Briefing

Proposed action

Consent: **X**

Action

Ordinance

Public hearing

Yes            x    No

**Budget amendment:**

Yes            x    No

**PowerPoint presentation:**

Yes            x    No

**Attachments:**

Special Use Application

**Department(s) involved:**

Parks, Admin

**Contact person:**

Kimberly Shelton

**Phone number:**

425.257.8305

**Email:**

kshelton@everettwa.gov

**Fiscal summary statement:**

No expenditure required.

**Project summary statement:**

In accordance with Ordinance 1183-85, the Seattle Outboard Association submitted a formal application to hold its 2020 Boating Regatta on Silver Lake. A one-day Regatta has been held annually on Silver Lake since 1954. This is the first year the application requested a two-day event on June 6th and 7th. Parks staff solicited public input at two Silver Lake Neighborhood meetings, via Facebook and posted notifications of the public hearing at several locations around Silver Lake. The Board of Park Commissioners held a public hearing on March 3 and voted to recommend to Council that the Seattle Outboard Association’s application to hold its annual Boating Regatta over two days, June 6 and 7, 2020 be approved.

Ordinance 1183-85 requires City Council approval. The City Council has approved the Association’s request, on an annual basis, to hold a one-day event on Silver Lake. This is the only event of this type held at Silver Lake during the year. The recommendation from the Park Board also included an expectation that the loudest of the boats race within a two-hour window in the early to mid-afternoon to minimize impact to lake residents.

**Recommendation (exact action requested of Council):**

Approve the Seattle Outboard Association application to hold a two-day boating regatta on Silver Lake on June 6 and 7, 2020.

**Initialed by:**

Department head

Administration

Council President



### SPECIAL USE REQUEST APPLICATION - 2020

TO BE USED FOR groups, organizations, persons requesting special use of any park, park area or facility. Approval from the City of Everett for use of a park area is required when:

- 10% or more of any park area will be used for any activity or event/park code # 9.06.104
- Exclusive use of a park or park area will be used to the exclusion of the general public/park code # 9.06.104
- A park code is requested to be waived for a special event or activity/park code # 9.06.108 and 9.06.112
- Additional park resources, equipment or staffing are requested
- Requesting partial or full fee reductions for park areas or facilities (fundraisers are not eligible)  
(Separate applications must be filed for each type of activity or event for which you are requesting space.)

#### SECTION 1

Name of Organization

Seattle Outboard Association

Contact Person

Jim Nilson

Current Address, City, State, Zip: 3210 99th Ave E, Edgewood, WA 98371

Phone (Area Code) (c) 253 709-0200 Fax - Email jnilson529@comcast.net

Date(s) of Event(s) June 6-7 Time (IN) 7:00am (OUT) 6:30pm

Park Facility, Shelter, or Park Area Requested: All beach area & lower park grounds + parking lot, docks & Silver Hall

Please give a detailed description of the activity or event. Attach additional pages if necessary: Boat Regatta - Annual Silver Lake Regatta

Estimated attendance: 1,500-2,000 Target age group: 6-70 years of age

Is the event open to the public?  Yes  No If yes, please complete Section #2 on reverse side of form

Will a fee be charged for event participation?  Yes  No What will fees be? N/A

How will money be collected? N/A

Is this a fundraiser?  Yes  No If yes, please complete Section #2 on reverse side of form.

Will you be asking for donations?  Yes  No Is the event recreationally oriented?  Yes  No

Do you plan to close off any park area for your event?  Yes  No Please specify area All water access, dock & water line up to playground area. How many vehicles do you anticipate? Approx 50 vehicles

Are you planning to amplify music or sound at your event?  Yes  No Please describe: No music, but PA system for announcements during the day.

Please note: Performer conduct and performance content, live or recorded, must be appropriate for families and general audiences. Profane, lewd, indecent or slanderous conduct or content is unacceptable.

Will tents or other temporary structures be erected in the park or park area?  Yes  No A few EZups

Will vehicles need to be driven on grass?  Yes  No

Will additional toilet facilities be provided?  Yes  No 1 Sani Can

If serving food to the general public, have you consulted with the Snohomish County Health Department to ensure your function/event is in compliance with their regulations?  Yes  No

- Attach a site map to this application. - See Attached
- Provide a list of vendors, if any, participating in your event. - Food Vendor
- Attach a parking plan, if needed. - N/A

SECTION 2 Must be completed if:

- \*Your event is open to the public
- \*You are fundraising or charging a fee
- \*You are requesting a full or partial fee reduction

1. Give a brief history of your organization and its mission/intent:

Seattle Outboard Association (SOA) provides regattas for amateur boating for young & old. We do 5-7 events a year. SOA was established in 1923 & has had a relationship with Silver Lake, Everett dating back to the early 1950's

2. Please list name and title of current officers and/or board members:

Daren Gochring - Commodore  
Jason Shrock - Vice Commodore  
Rick Sandstrom - Treasurer  
Ryle Bahl - Secretary

3. How will the public be notified of this activity/event?

- Newspaper Advertisement
- Radio/TV

- Press Release
- Other (please explain) - local business flyers

4. Provide a budget summary of projected revenue and expenses for this event:

**Please note that fundraisers cannot be considered for partial or reduced fees and will be required to pay full rental fees on facilities. Events must not discriminate because of age, sex, marital status, race, creed, color, national origin or presence of sensory, mental or physical disability. No events serving alcohol will be co-sponsored by the City of Everett.**

Please allow 30/+ days for processing your request. Thank you.

-----  
OFFICE USE ONLY BELOW THIS LINE

- Approved
- Approved with noted stipulations
- Unapproved

\_\_\_\_\_  
Recreation Office Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Application expiration date  
(No more than one year from date of Assistant Directors signature)

\_\_\_\_\_  
Recreation Coordinator Signature

\_\_\_\_\_  
Staff Liaison to event (if applicable)

- Category of use:
- Recreation Oriented Group function
  - Co-sponsored event/activity
  - Interagency/Inter-local Agreement
  - Charitable fundraiser (no fee reduction can be authorized by Park staff)
  - Teen function category
  - Private rental
  - Other \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# SPECIAL USE HOLD HARMLESS

**Agreement:**

In consideration of allowing this organization to hold its special event at the City of Everett Parks & Community Services, the organization hereby accepts full responsibility and agrees to release, indemnify and promise to defend and save harmless the City of Everett, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees, incurred by the City of Everett, its officers, employees and agents in defense thereof, for both personal and/or property damage resulting from or connected directly or indirectly to the execution of this event, provided, however, the undersigned organization will not be required to hold the City of Everett, its officers, employees and agents harmless from the sole negligence of the City, its officers, employees and agents.

This organization also agrees to accept full responsibility for all damages to any equipment or property owned by City of Everett. I, as an authorized agent on behalf of this organization, understand that my organization may be banned from use of Parks facilities for failure to comply with all specified rules/regulations including but not limited to cleaning requirements for parks and facilities and additionally I, as an authorized agent on behalf of this organization, also understand that all City of Everett ordinances and Park codes apply to this event/function application. I, on behalf of this organization, acknowledge that I have received the information on this form in the Park codes to ensure compliance.

[Signature] (initial here)

I understand that I am required to pay all required fees within 10 days of approval notification by the City of Everett. Failure to do so will result in the revocation of my permit and reservation.

[Signature] (initial here)

I hereby declare the name and address and all other information given on this application to be true and correct. If the information is found to be false, I understand that I could be subject to prosecution and be fined up to \$5,000 under RCW 9A.76.175

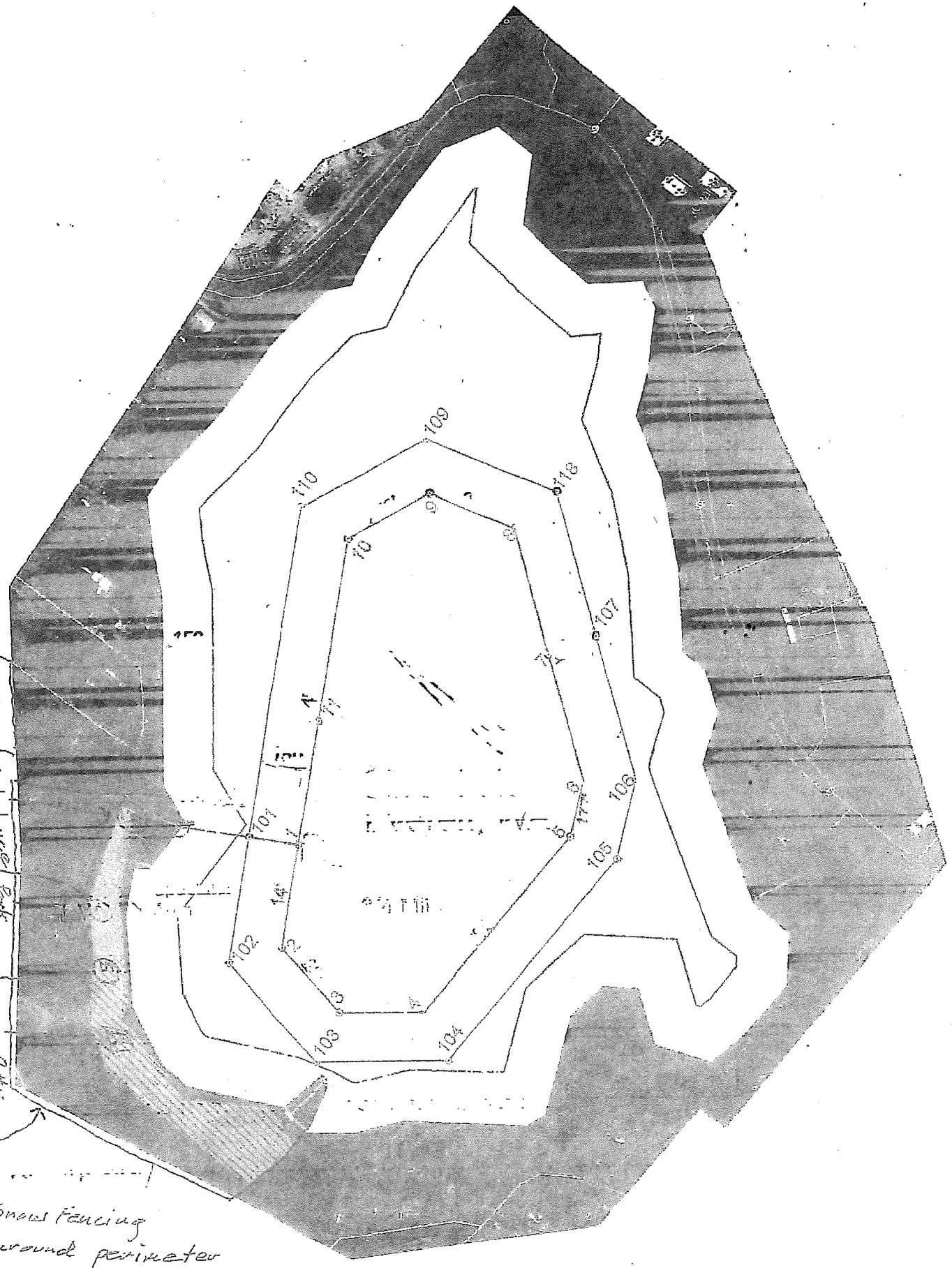
[Signature] (initial here)

Insurance. Depending on the size or activity of your group, you may be required to be covered by bodily injury and property damage liability insurance in an amount ascertained by the City of Everett, naming the City of Everett as an additional insured. Prior to the event the organization will be responsible for obtaining said insurance and notifying the proper officials.

I certify that I have read the foregoing statements and that I have the authority as an official and/or authorized agent of the aforementioned organization to sign on behalf of said organization.

Signature of person in charge: [Signature] Date signed: 12/18/18

Parking  
Ambulance  
Concessions  
Restrooms  
Security  
Baths  
Baths  
Permanent  
Fence



Snow Fencing  
around perimeter  
Fence



**Project title:** Call for bids for the Maple Heights Bridge Seismic Retrofit project

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Agenda dates requested:**

March 25, 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:**

Gael Fisk

**Phone number:**

(425) 257-8909

**Email:**

gfisk@everettwa.gov

**Initialed by:**

  
Department head

**Administration**

  
Council President

**Consideration:** Call for bids

**Project:** Maple Heights Bridge Seismic Retrofit

**Partner/Supplier:**

**Location:** Mukilteo Boulevard

**Preceding action:** City Ordinance No. 3603-18

**Fund:** 303

**Fiscal summary statement:**

The budget for this project is \$1,534,000 which includes a Federal grant of \$1,278,210 and local matching funds of \$255,790 for a total of \$1,534,000.

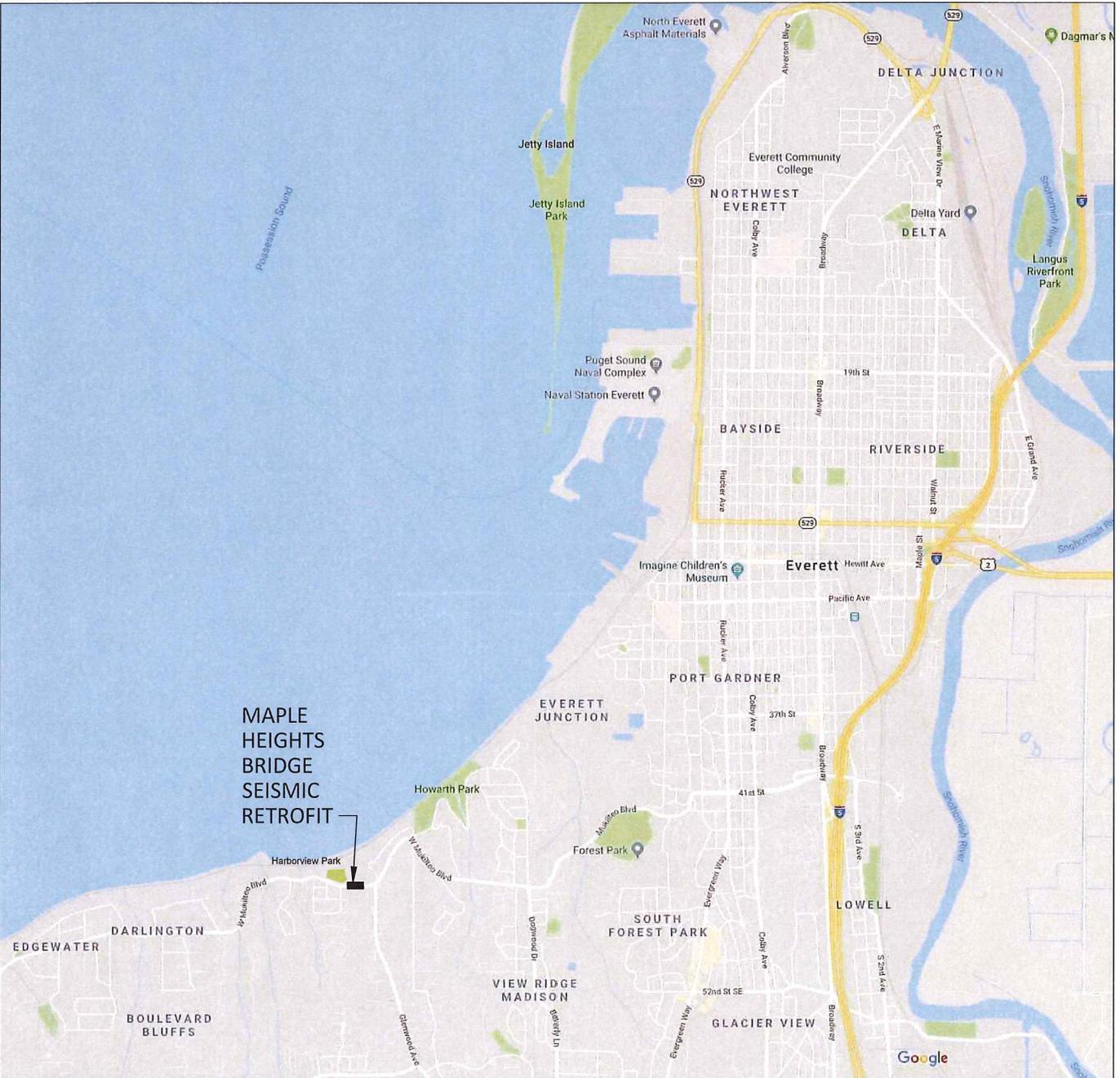
**Project summary statement:**

The plans and specifications are complete, and the Maple Heights Bridge Seismic Retrofit project is ready to be advertised for construction bids.

This project will provide seismic upgrades to the bridge at Maple Heights along Mukilteo Boulevard. Upgrades will include transverse stop blocks and longitudinal seat extensions at abutments, and the grading and slope protection of abutment slopes.

**Recommendation (exact action requested of Council):**

Authorize a call for bids for the Maple Heights Bridge Seismic Retrofit project.



Plot date 5/3/2018 12:40 PM Plotted by Paul Wilhelm Last saved by PWilhelm Plot style Everett-2016.stb Sheetset Name Everett Sheetset 2016  
 Filepath\Filename S:\PWILHELM\EVERETT STAFF\RYAN SASS\MAPLE HEIGHTS BRIDGE VICINITY MAP.DWG



**CITY OF EVERETT  
 PUBLIC WORKS**

3200 Cedar Street  
 Everett, WA 98201  
 425.257.8800 everettwa.gov

**Maple Heights Bridge  
 Vicinity Map**



**Project title:** Award the Contract for the 2020 Biosolids Removal Project to American Process Group Inc.

### City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

03/25/2020

Briefing

Proposed action

Consent

Action  X

Ordinance

Public hearing

Yes  No  X

**Budget amendment:**

Yes  No  X

**PowerPoint presentation:**

Yes  No  X

**Attachments:**

Bid Tab

**Department(s) involved:**

Public Works, Legal

**Contact person:**

John Nottingham

**Phone number:**

425.257.8844

**Email:**

jnottingham@everettwa.gov

**Initialed by:**

Department head

Administration

  
Council President

**Consideration:** Recommend Award

**Project:** 2020 Biosolids Removal Project

**Partner/Supplier :** American Process Group Inc.

**Location:** Water Pollution Control Facility (WPCF)

**Preceding action:** Call for Bids – December 18th, 2019

**Fund:** 401-Water Sewer Utility

**Fiscal summary statement:**

The Funding source for this project will be Fund 401 Water and Sewer Utility Fund. The budget for the removal of biosolids is \$700,000.

**Project summary statement:**

Bids were opened on March 10<sup>th</sup>, 2020 with 3 bids received.

American Process Group Inc. submitted the lowest responsive bid in the amount of \$673,710.84

The 2020 Biosolids Removal Project will dredge and dewater approximately 2,000 dry tons of biosolids material from the Oxidation Pond recirculation channel. The biosolids are a product of the WPCF treatment process and must be periodically removed to maintain adequate treatment and capacity.

The next phase of this project will be a small works contract in mid-April for hauling and land application of the biosolids.

**Recommendation (exact action requested of Council):**

Award the Contract for the 2020 Biosolids Removal Project to the American Process Group Inc., in the amount of \$673,710.84, including Washington State Sales Tax.



3200 Cedar Street,  
Everett WA 98201  
(425) 257-8800

**BID SUMMARY**

Project Name: 2020 Biosolids Removal

W.O.# UT 3705-11

Date 3/10/2020

For: John Nottingham, Project Engineer

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$988,200.00
American Process Group Inc.	\$673,710.84
Clean Harbors Environmental Service Inc.	\$922,912.92
Merrell Bros Inc.	\$931,817.70



3200 Cedar Street,  
Everett WA 98201

**BID TABULATION**

Project Name: 2020 Biosolids Removal  
W.O.# UT 3705-11

Date 3/10/2020

Lowest Responsive Bidder									
Prepared By: Eugene Houtby For: John Nottingham, Project Engineer			American Process Group Inc.		Clean Harbors Environmental Service Inc.		Merrell Bros Inc.		
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization and Demobilization	LS	1	\$88,500.00	\$88,500.00	\$139,720.00	\$139,720.00	\$79,650.00	\$79,650.00
2	Dry Tons Removed, Dewatered and Placed on Biosolids Pad	Dry TN	2000	\$398.25	\$796,500.00	\$342.91	\$685,820.00	\$377.00	\$754,000.00
3	Force Account (Section 00 7200)	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
				Contract Totals:	\$900,000.00		\$840,540.00		\$848,650.00
				WA ST Sales Tax @ :	\$60,150.84		\$82,372.92		\$83,167.70
				Total BID:	\$988,200.00		\$922,912.92		\$931,817.70



Project title: Time of Day Load Profile Data Participation Agreement

### City Council Agenda Item Cover Sheet

Council Bill #

**Project:** Time of Day Load Profile Data Participation Agreement

**Partner/Supplier :** Snohomish County Public Utility District

**Agenda dates requested:**

**Location:** 3225 Cedar Street, Electric Bus Parking Lot

March 25, 2020

**Preceding action:** None

Briefing

**Fund:** 425

Proposed action

Consent

Action

Ordinance

Public hearing

Yes  No

**Fiscal summary statement:**

This is a "no cost" agreement.

**Budget amendment:**

Yes   No

**Project summary statement:**

Everett Transit continues to make investments in electric bus operations. The seven buses currently in service receive their energy through a dedicated transformer. The Snohomish County Public Utility District would like to attach tracking equipment that will help the utility advise Everett Transit on how it can manage energy use and potentially reduce utility charges specifically related the charging of electric buses.

**PowerPoint presentation:**

Yes   No

**Attachments:**

Agreement

The duration of the proposed project is six months, after which time the parties will determine whether or not it is advisable to continue with a Time of Day billing process.

**Department(s) involved:**

Transportation Services  
Legal

The Utility will own, install and maintain all necessary equipment for the project. There is no cost to the City to participate in the agreement.

**Contact person:**

Tom Hingson

**Recommendation (exact action requested of Council):**

**Phone number:**

425-257-8939

Authorize the Mayor to sign the Time of Day Load Profile Data Participation Agreement between the City of Everett and Snohomish County Public Utility District.

**Email:**

thingson@everettwa.gov

**Initialed by:**

Department head

Administration

Council President



**TIME OF DAY LOAD PROFILE DATA  
PARTICIPATION AGREEMENT**

**THIS TIME OF DAY LOAD PROFILE PARTICIPATION AGREEMENT** (“Agreement”) is entered into by and between Public Utility District No. 1 of Snohomish County (“District”) and the City of Everett (“Participant”).

**PROGRAM OVERVIEW**

The District has implemented a Supplemental “Time of Day” Service Schedule (“TOD Schedule”) for commercial customers that expires on December 31, 2023. The goal of the TOD Schedule is to assess the value of charging for consumption by commercial customers during the District’s peak load periods as defined below in a manner that closely aligns with District costs and charges for delivery of energy and capacity during peak and non-peak load periods.

To complement the TOD Schedule, the District is establishing a program through this Agreement (“TOD Program”) under which Participants have two options for engagement in the TOD Program:

- A. **Opt-In:** Participant opts to be billed by the Time of Day supplemental rate determinants and receive a monthly Rate Comparison analysis comparing the rate they had been billed on (whether Rate Schedule 20, 25, or 36) to the TOD Schedule.
  
- B. **Rate Comparison Only:** Participants opt to receive a monthly billing analysis workbook or online display of what their bill would have been if they had transferred to the TOD Schedule. The District would continue to bill Rate Comparison Only Participants at their existing Rate Schedules 20, 25 or 36. Rate Comparison Only Participants would have the option of transferring to the Opt-In status on either January 1 or July 1 of each year of the TOD Program;

Regardless of the option Participant chooses, the District will: (1) provide participants with a Load Profile Online Tool (“Online Tool”), which allows participants online access to their interval energy demand data on a daily basis; (2) collaborate with participants in evaluating the impact of the TOD Schedule on charges that reflect each participant’s usage profile; and 3) have District staff available to assist each participant in using the consumption data available through this program to help achieve their energy management goals.

The TOD Program will help participants to better monitor and manage energy use and costs and evaluate the energy management results. The Online Tool used to display participant energy usage via the internet has the capability to format reports that the participant can either view online or print to hard copy form.

The Participant shall select from one of these options: (please check your selection)

Opt-In to Billing Change/Rate Comparison: \_\_\_\_\_ Rate Comparison Only:   X  

Participant has reviewed the program overview and wishes to enter into this Agreement.

The parties therefore agree as follows:

**A. DISTRICT OBLIGATIONS**

The District will provide the following to Participant:

- 1) The TOD Schedule;
  
- 2) A monthly analysis (available either online or in an excel workbook format) of the charges that would apply to the Participant if the Participant had opted to be billed under the TOD Schedule, ;

- 3) Display of energy and interval demand data from the District meter to a secure internet website (meter data may be obtained via existing District meter equipment or may require upgrade of meter equipment). Charges to be covered by District include onetime set up charges for meter access, any necessary meter upgrades and any service fees for online access to energy and interval demand data; If the Participant chooses not to continue as part of TOD Program the District will cease providing online access to interval and energy data and may remove the Participant's facility meter if it was upgraded to participate in the TOD Program;
- 4) Provide any insights derived from review of Participant's energy usage data back to the Participant;
- 5) When necessary, installation of metering upgrades for the duration of this Agreement that enable the recording and transfer of Participant's facility energy and interval demand data from the meter to the internet; and
- 6) Access to District staff to assist Participant in interpreting the energy interval demand data and to pass on benefits that other TOD Program participants identify.

## **B. PARTICIPANT OBLIGATIONS**

Participant agrees to the following:

- 1) Allow access to building energy use and interval demand data at the meter level to the District's service provider for display of that energy use data on a secure internet website (Participant to sign Exhibit 2 Customer Authorization to Release Information for Non-PUD Business);
- 2) Enroll in TOD Program by choosing either Opt-In with Rate Comparison (by using the enrollment form in the attached Exhibit 1), or Rate Comparison Only options as described above;
- 3) Abide by the terms of the TOD Schedule if Participant chooses the Opt-In with Rate Comparison;
- 4) Provide access to buildings for energy-efficiency surveyors and controls equipment installers, if needed, at a time to be scheduled by the District or its designee with Participant;
- 5) Respond to short surveys about Participant's experience in the TOD Program;
- 6) Allow the District and/or its contractor access to employees for completion of a pre- and post-TOD Program participation survey;
- 7) Consider transferring to a District Commission approved TOD Schedule, if Commission approval is given in a manner to be in effect at the time participant becomes active in this Pilot; and
- 8) Participation will not involve use of Participant's fossil fuel backup generation specifically to reduce energy and demand usage during above noted peak load periods as part of this TOD Program.

## **C. INSTALLATION AND OWNERSHIP OF EQUIPMENT**

The District, or a District contracted installer, may install an upgraded meter with connectivity (if required, as determined by District) at the Participant's location. The meter will remain at said location for the duration of the Term of this Agreement. The District owns the Equipment. Participant agrees to provide the District, or a District contracted installer, with reasonable access to the equipment throughout the Term, and will provide the District, or a District contracted installer, with reasonable access to remove the equipment upon termination of this Agreement.

## **D. RELEASE AND INDEMNIFICATION**

- 1) The Participant agrees to defend, indemnify and hold harmless the District and its elected officials, officers, employees, agents, and other District service providers from and against any and all losses,

liabilities, damages, costs, expenses (including reasonable attorney's fees and expenses), claims, or judgments arising out of or in connection with any negligent act and/or omission of Participant and/or its officers, employees and agents related to participation in the TOD Program; provided, that Participant shall not have any indemnification and hold harmless obligation to the District for claims, causes of action, obligations, demand and liabilities arising from the negligence of District, and its elected officials, officers, employees, agents and/or other District service providers and its employees ad agents.

- 2) Participant hereby releases and forever discharges the District, and its elected officials, officers, employees, agents, and other District service providers of and from any and all claims, causes of action, obligations, demands and liabilities, of every name and nature, both in law and at equity, known and unknown, arising from or in connection with participation in the TOD Program, except that this release and discharge shall not apply to claims, causes of action, obligations, demand and liabilities arising from the negligence of District, and its elected officials, officers, employees, agents and other District service providers.
- 3) Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification by any third party.
- 4) The provisions of this Release and Indemnification section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### **E. OWNERSHIP OF MATERIALS AND PUBLICITY**

Participant also agrees that:

- 1) The District shall own all materials prepared for Participants in connection with the TOD Program, including reports. Except as otherwise required by law, the District agrees not to disclose identifiable individual Participant energy usage or savings metrics without Participant's express permission. Participant recognizes that the District is a Washington municipal corporation and is subject to the Washington Public Records Act, R.C.W. Chapter 42.56. The District shall have no liability whatsoever to Participant or any other person for or as a result of any public disclosure or copying of any materials when, in the opinion of District's counsel, the District is compelled to permit such disclosure or copying or else risk civil or criminal liability or penalty.
- 2) Participant shall not distribute any reports publicly without prior written permission from the District. Participants may distribute reports prepared by their employees in connection with the TOD Program to potential employers, customers and other interested parties for the purpose of recognizing their participation, encouraging energy efficiency, demand management activities and any other community promotion activities.
- 3) The District has Participant's permission to photograph and/or record Participant's employees during Participant's participation in the TOD Program, and to use their name and likeness in connection with its promotion and administration of the TOD Program.

#### **F. TERM, TERMINATION AND OTHER TERMS AND CONDITIONS**

- 1) This Agreement shall be in effect from March 2, 2020 to December 31, 2023 unless sooner terminated by either party.
- 2) Participant or the District may terminate this Agreement at any time upon written notice of termination to the other party.
- 3) The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the first party's right to assert or rely upon any such

provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

- 4) The parties understand and agree that this document constitutes the whole agreement between them and supersedes all other prior agreements and understandings, whether oral or written, with regard to the TOD Program. This Agreement shall not be modified or amended except by written amendment.
- 5) The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both parties.
- 6) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7) If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.
- 8) This Agreement shall be governed by the laws of the State of Washington, with venue for any disputes in Snohomish County, Washington.
- 9) The undersigned represent that they have full authority to enter into this Agreement and to bind the legal entities set forth below.

Everett Transit

Project Contact

Name: Tom Hingson

Title: Transportation Services and Transit Director

Telephone Number: 425-257-8939

Email: thingson@everettwa.gov

**CITY OF EVERETT**

By: \_\_\_\_\_  
Cassie Franklin, Mayor

\_\_\_\_\_  
Date

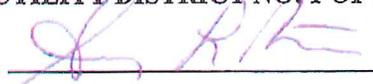
ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney

**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**

Signature: 

Name: Shelley Pattison

Title: Sr. Executive Account Manager

Date: March 2, 2020

Telephone Number: 425-783-8115

Email: slpattison@snopud.com

EXHIBIT 1 – N/A

**TIME OF DAY RATE SCHEDULE ENROLLMENT FORM**

For Customer Participants who are choosing to have their utility rate schedule transitioned from their current rate to be billed at the existing rate plus the Supplemental Time of Day Rate in effect as of January 1, 2020.

Customer Participant: \_\_\_\_\_

Name of Participant Facility: \_\_\_\_\_

Address of Participant Facility: \_\_\_\_\_

Current Snohomish PUD Rate Schedule: \_\_\_\_\_

Date of Transition to TOD Supplemental Rate: \_\_\_\_\_

I, \_\_\_\_\_, representing the above-named Snohomish PUD Customer Participant, acknowledge that by completing this Enrollment Form, authorize Snohomish PUD to update my service rate schedule to the Time of Day Supplemental Rate. I understand that this rate change is in effect for a minimum of  six months  from the above noted transition date. I agree that should Participant decide to not continue as part of the Opt-In in the TOD Program, Participant will be able to exit the TOD program on July or January 1<sup>st</sup> of any year of this TOD Program pursuant to the terms of the Supplemental “Time of Day” Rate Schedule.

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Signature \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 2

**CUSTOMER AUTHORIZATION TO RELEASE INFORMATION FOR NON-PUD BUSINESS**

This consent form will allow Snohomish PUD to release customer information as indicated below to a third party for non-PUD business purposes. To authorize third party disclosure, the customer must complete this document in its entirety, and the utility must verify that the individual providing consent matches the name, service address and account number of the customer of record in the utility's customer information system.

**CUSTOMER INFORMATION:**

Account Number(s): 222038325

Meter Number(s): 1000142627

Name on Account: City of Everett

Name of Representative (if a business): Tom Hingson

Service Address: 3225 Cedar St Everett, WA 98201

Telephone number: 425-257-8939

Email address (if applicable): \_\_\_\_\_

**AUTHORIZATION:**

I authorize the release of my customer information as follows: Type of information to be released (for example, usage or payment history, payment, contact information):

Energy usage/cost, billing history and relevant data

Period which the information covers: January 1, 2020 through December 31, 2023

Name of recipient/business: Automated Energy Inc.

Address: 4100 Perimeter Center Drive, Suite 115, Oklahoma City, OK 73112

Telephone number or contact information: 405-601-7500 FAX: 405-601-7503

Manner in which information is to be provided (mail, email, pick-up, etc.): SFTP

Date(s) for which this release is in effect: January 1, 2020 through December 31, 2023

**RELEASE:**

This consent for information release is at the request of, and on behalf of the customer listed above. Therefore, the Customer agrees to release and hold harmless Snohomish PUD from any liability, claims, demands, causes of action, damages or expenses resulting from: 1) any release of information to the recipient authorized above; (2) the unauthorized use of such information by the recipient; and (3) any actions taken by the recipient with respect to such information.

**Account Holder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Or **Authorized Representative** - By my signature above, I attest under penalty of perjury that I have the authority from the holder of the account to authorize the release of information set forth above.

This consent form must be signed by the customer or authorized representative listed above, and may be submitted by US Mail, or may be scanned and sent by electronic mail. If scanned and sent by electronic mail, the customer agrees that the scanned image will be considered the valid authorization.

**For Internal Use:** Verified By: \_\_\_\_\_ Date: \_\_\_\_\_





**Project title:** Arlington Municipal Airport Use Agreement

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Project:** Facility use agreement for driver training purposes

**Partner/Supplier:** City of Arlington/Arlington Municipal Airport

**Location:**

**Preceding action:**

**Fund:**

**Agenda dates requested:**

March 25, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes      X      No

**Budget amendment:**

Yes      X      No

**PowerPoint presentation:**

Yes      X      No

**Attachments:**

Agreement, Exhibits

**Department(s) involved:**

Police, Legal

**Contact person:**

Lt. Jerry Strieck

**Phone number:**

425-257-7410

**Email:**

jstrieck@everettwa.gov

**Fiscal summary statement:**

Costs associated with this use agreement are paid for by the Regional Training Group from funds contributed by participating entities on an annual basis per the existing *Interlocal Government Agreement Regarding In-Service Training Sessions* (Exhibit B). The City of Everett's annual contribution is \$1600.00 under that agreement. The City of Everett currently serves as custodian of the funds for the Regional Training Group.

**Project summary statement:**

The Everett Police Department participates in, and leads, a multi-agency training cooperative called the Snohomish County Regional Training Group. The group conducts regular in-service training sessions on various law enforcement topics, to include driver training. The City of Arlington/Arlington Municipal Airport currently allows use of their property by the group approximately one day per month to conduct driver training. This agreement formalizes the existing arrangement and provides compensation to the airport for use of their property.

**Initialed by:**

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Arlington Municipal Airport Use Agreement regarding use of the airport for driver training purposes, at no additional cost to the City of Everett.

**ARLINGTON MUNICIPAL AIRPORT  
USE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City of Arlington/Arlington Municipal Airport and the following governmental entities ("permittee(s)"):

City of Arlington  
City of Bothell  
City of Brier  
City of Edmonds  
City of Everett

City of Mill Creek  
City of Monroe  
City of Mountlake Terrace  
City of Mukilteo  
Tulalip Tribal Police

**VARIABLE SECTION:**

General

1. Purpose. The City of Arlington/Arlington Municipal Airport authorizes the permittees to use and occupy the following prescribed real property: that part of the land within the boundary of the Arlington Municipal Airport that is shown on the attached Exhibit A (the "property"). Such use is for the purpose of conducting driver training for the for members of the respective police departments of the permittees.
  
2. Fees. This land use permit is issued for the periods listed above and may be reviewed by the Arlington City Council and Airport Commission on a yearly basis. This entire agreement is open to review and possible approval/disapproval on an annual basis by the City of Arlington/Arlington Municipal Airport. It is revocable for any breach of the conditions noted herein. **An administrative fee of \$100 is required each year this agreement is renewed.** Permittee is responsible for all damages.

The property being utilized shall be considered rented for any day in which the permittee conducts the event. This shall include the set-up and teardown of the event. The payment for this use fee shall be mailed or hand delivered to the City of Arlington or the Arlington Municipal Airport Office.

Acreage required for this usage totals 2 acres, which equals \$144.60 per day. The land use fee shall be paid quarterly. The current custodian of funds pursuant to the Regional Training Group Interlocal Agreement shall pay the fees to the Municipal Arlington Airport.

The permittee shall have the right of first refusal regarding use of the event site if another user approaches the airport for the use of the entire event site.

3. Permittees' Obligations.

- A. Each permittee must be a current member of the Regional Training Group created pursuant to that Interlocal Government Agreement Between the City of Everett, Snohomish County and the Cities of Snohomish and King Counties for In-Service Training Sessions dated September 30, 2015 (the "Regional Training Group Interlocal Agreement").
- B. Permittees must comply with the Regional Training Group Interlocal Agreement as it now exists or is subsequently amended. The Regional Training Group Interlocal Agreement as it now exists or is subsequently amended is incorporated into this Agreement by reference and attached as Exhibit B.

4. Term. The term of this agreement shall be from January 1, 2020 through December 31, 2020, unless earlier terminated pursuant to section 6 of this Variable Section.

5. Automatic Renewal. After the initial term ending December 31, 2020, this Agreement will automatically renew on a year-to-year basis unless earlier terminated pursuant to section 6 of this Variable Section.

6. Termination.

- A. The Arlington Municipal Airport may terminate or provide notice of its intent not to renew this agreement upon 30 days prior written notice to each permittee.
- B. Each permittee may withdraw from this Agreement and terminate any and all rights and obligations conferred by this Agreement upon 30 days prior written notice to the Arlington Municipal Airport and each permittee. Regardless of the foregoing permittee will not be released from any rights or obligations that survive the termination of this Agreement.

**[remainder of this page blank]**

**MASTER SECTION:**

1. Late Charges - There shall be assessed and the *permittee* shall pay upon any installment of the use fee or portion thereof not paid within twenty (20) days after such fee installment is due and payable, a late charge penalty for each week or fraction thereof the use fee or portion thereof is not paid equal to five percent (5%) of the amount for such use fee or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due each month, and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.

2. Insurance

A. Insurance Term

Each permittee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property for activities occurring under this Agreement.

In lieu of complying with the insurance provisions of this section 2, each permittee may provide proof of self insurance or of participating in an insurance pool acceptable to the Arlington Municipal Airport.

B. No Limitation

Each permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the permittee to the coverage provided by such insurance, or otherwise limit the City's/Arlington Municipal Airport's recourse to any remedy available at law or in equity.

C. Required Insurance

Each permittee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City/Arlington Municipal Airport shall be named as an additional insured on permittee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain or be endorsed to contain that the permittee's insurance coverage shall be primary insurance as respect the City/Arlington Municipal

Airport. Any insurance, self-insurance, or self-insured pool coverage maintained by the City/Arlington Municipal Airport shall be excess of the permittee's insurance and shall not contribute with it.

D. City Full Availability of Permittee Limits

If the permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the permittee, irrespective of whether such limits maintained by the permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the permittee.

E. Certificate of Insurance and Acceptability of Insurers

The permittee shall provide a certificate of insurance evidencing the required insurance before using the Premises, or proof of self insurance or participation in an insurance pool acceptable to the Arlington Municipal Airport.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**3. Event Equipment** - The *permittees* will supply at their expense all equipment to conduct the event including portable toilets, tents, portable operations buildings, food vending operations, fencing, and other miscellaneous equipment, such as aviation band radios, cell phones, etc.

It is agreed that: **(A)** The *permittee* will provide their own security service and also adequate fire extinguishers and signage to comply with any requirement imposed by the Arlington Fire Department. **(B)** The *permittee* will provide adequate signage and guidance on roads and streets surrounding the airport to citizens attending the event. **(C)** The *permittee* shall observe all federal, state and local laws, orders or regulations applicable to the premises including the erection of antennas, signs, displays, and shall keep the premises in a neat, orderly, safe and sanitary condition. **(D)** The *permittee* shall not close any roadway normally in public use without proper approval.

**4. Set-Up/Teardown** - **(A)** The *permittees* shall coordinate the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event, all of which may have the potential for disrupting normal airport operations, with the Airport Manager prior to commencement of the same. A detailed plan may be required by the Airport Manager prior to approving the same. The *permittees* acknowledge that plans for activities which may interfere with the operational surfaces of the airport, including all runways, taxiways, landing areas, and surface roads, must be provided to the Airport Manager during regular business hours and in sufficient time for the Airport Manager to review and approve the same, and to give prior notice to the Federal Aviation Administration and the local users of the operational surfaces.

(B) All labor required for the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event shall be provided by the *permittees* and at the *permittees'* expense. In the event the *permittees* wish to contract with the airport for any of these services, the same shall be done by separate written agreement following the provision of an estimate for the same. Any charges resulting from said written agreement will provide for the reimbursement to the airport of its actual costs to provide the services. Provision of these services by the airport is discretionary, and is subject to the *permittees* providing the airport with sufficient advance notice so as to allow for planning to avoid undue hardship or excessive overtime costs.

(C) The *permittees* shall not cut any trees on the property without the prior approval of the Airport Manager, and shall take all reasonable precautions to prevent and suppress forest, brush and grass fire; to prevent the pollution of any water on or in the vicinity of the land; and to provide for the protection of game birds or animals and or domesticated animals known to frequent the areas of occupation. In addition, the *permittees* shall return the used site to the condition of that area prior to the event. This will include collection and removal of all litter, dismantling of all use structures, fences, portable toilets and other items connected with the event. Any vegetation disturbed during the use (i.e. turf) shall be returned to original condition. This will include seeding, fertilizing, watering, grooming and any other means necessary to return the vegetation to a condition that equals or betters its pre-event state. Also any pavement breakdown due to this use will be brought back to pre-use standard.

(D) Any and all airport surfaces used by the *permittees* shall be returned to the airport in a condition at least as good as before the event. Where any vegetation has been disturbed, *permittee* shall restore the same using appropriate landscaping practices, including the application of topsoil, fertilizer, seeding and watering, to ensure proper repair or restoration. The airport shall remain responsible for maintaining in the operational surfaces of the airport during the term of the use agreement; the responsibility for checking and grooming all non-operational surfaces shall be the *permittees*.

(E) The *Permittees* shall not alter any airport surface or facility without the prior written approval of the Airport Manager. Airport may, in airport's discretion, agree to share in the costs of any such improvements deemed by airport to be appropriate and of general benefit to the airport or its users.

5. Safety - The *permittees* will take all reasonable steps to support safe flying conditions in and around the airfield. This will include, but not be limited to, briefing all participants on observing safe practices around the airfield, staying away from the active runway, taxiways and aircraft parking areas and respecting an aircraft's right-of-way at all times. The *permittees'* representative shall meet with the Airport Manager as necessary for safety briefings on the airfield situation. Additionally, to facilitate the above items, an airport site visit or orientation tour is highly recommended.

6. Area of Usage - As discussed and agreed upon the *permittees'* event shall only utilize the area as depicted on the attached site map.

7. Accidents/Indemnity - Each *permittee* has personally inspected the premises and is informed as to all risks which may be associated with the planned activities on the premises above

described. Being fully informed as to the risks and in consideration of being given the privilege to utilize the property, each *permittee*, on behalf of itself and its elected and appointed officials, employees and agents, agree to assume all risks in connection with such permittee's use of the property and further agrees to hold harmless and defend the City of Arlington, its elected and appointed officials, employees and volunteers, for any injury or damages which may occur to such permittee, its elected and appointed officials, employees, volunteers or invitees while on the property. Each permittee further agrees to hold harmless, defend and indemnify the City of Arlington, its elected and appointed officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of such permittee's use of Premises or from any activity, work or thing done, permitted, or suffered by such permittee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

**8. Utilities** - The *permittees* hereby covenant and agree, if used, to pay all charges for heat, light, water and sewer, and for all other public utilities which shall be used in or charged against the event during the full term of this use agreement. *Permittees* shall at their cost construct and keep in repair a suitable septic tank or other lawful sewage system, in accordance with Snohomish County Health and Sanitary Regulations. Any permits therefor which may be required shall be secured by *permittees* at *permittees'* expense prior to installation.

**9. Smoke and Explosives** - The *permittees* understand that permission to use the airport land does not grant permission to use any type smoke, pyrotechnics, chemical training agent, gas, or explosive training devices to include blank rifle ammunition. Permission to use such devices will be given separately and is always subject to immediate verbal revocation by the Airport Manager or his representatives. If the *permittees* desire to use such devices, he must specify in writing at least six months in advance to the Airport Manager or his representative the following: type, smoke and noise producing effects, persistency of smoke, pyrotechnics the intended use site and the time of use. Further, *permittees* shall obtain approval from the Puget Sound Air Pollution Control agency at least one month prior to use. A copy of said approval shall be given to the Airport Manager. Further, *permittees* must guarantee that all such devices or their residue will be removed from the airfield and safely disposed of prior to his departure. The Airport Manager reserves the right to approve in part or in entirety or deny completely the use of such devices. This provision in no way whatsoever prevents commissioned police officers from carrying department issued firearms and weapons, nor does it in anyway whatsoever prevent commissioned police officers from responding to public safety concerns to the fullest extent during the event/use of the property.

**10. Usage** - The *permittees* shall conduct and carry on in said premises only the business usage for which said premises are to be used, and shall not use the premises for illegal purposes. The *permittees* will cooperate with and notify the responsible enforcement agency of any illegal or unlawful activity which becomes known during the period of occupancy.

**11. Access** - The *permittees* will allow the Airport Manager or his/her representative free access at all times to said premises for the purpose of inspection. Nothing herein shall be construed as in anyway limiting the authority of the airport/city building official under existing law.

**12. Notice** - All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage pre-paid, to the receiving party at its address, or to such other address as the receiving party may notify the sender beforehand referring to its use agreement.

**13. Governmental Fees** - All fees due under applicable law to the city, county or state on account of any legal inspection made on premises by any officer thereof, shall be paid by *permittees*.

**14. Default and Re-entry** - If any fees above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the *permittees* shall violate or default in any of the covenants of this Agreement, then the Arlington Municipal Airport may cancel this use agreement and re-enter said premises.

**15. Cost and Attorney's Fees** - If by reason of any default on the part of any party, litigation is commenced to enforce any provision of this use agreement or to recover for breach of any provision of this use agreement the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this use agreement.

**16. Non Waiver of Breach** - The failure of any party to insist upon strict performance of any of the covenants and agreements of this use agreement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option, or any other covenants or agreements but the same shall be and remain in full force and effect.

**17. Restrictions and Consents** - This use agreement shall be and is subject to all the terms, covenants, restrictions, reservations and agreements contained in that certain Quit Claim Deed dated February 25, 1959, by the United States of America to Town of Arlington, recorded in Snohomish County, Washington, on August 20, 1959, in Volume 690 of Deeds, pages 38 through 46, under Auditor's File No. 1356180, records of said county, including the written consent of the Federal Aviation Agency if the leased premises are to be used for other than airport purposes. Under the requirements imposed upon airport as recipient of Federal Aid Airport Program Grant Funds, the parties agree as follows: **(A)** Each *permittee* covenants that it will not, in its operation at the Arlington Airport, on the basis of race, color, creed, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by parts 15 and 21 of the Federal Aviation Regulations (49 CFR), and in that the airport has the right to take such action as the United States government may direct to enforce this covenant. **(B)** With respect to any aeronautical services, each *permittee* agrees: **1)** to furnish said aeronautical service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and **2)** to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, that the *permittees* may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

**18. Nondiscrimination** - Each *permittee* on behalf of itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or

otherwise operated on the said property described in this use agreement for a purpose for which a Department of Transportation or activity is extended or for another purpose involving the provision of similar services or benefits, each *permittee* shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Each *permittee*, for itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that **(A)** no person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or **(B)** that in the construction of any improvements in, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and **(C)** that each permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and **(D)** that in the event of breach of any of the above nondiscrimination covenants, the City of Arlington shall have the right to terminate this use agreement and to re-enter and repossess said land and facilities thereon, and hold the same as if said use agreement had never been made or issued.

**19. Hazardous Wastes** - The *permittees* shall not unlawfully release dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010 et seq. on the premises and shall, at *permittees'* sole expense, undertake to comply with all rules, regulations, and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. *Permittees* shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations.

*Permittees* shall comply with any provisions of the local hazardous waste plan as now in existence or hereinafter enacted. *Permittees* shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105B. 030 and the State Department of Ecology.

**20. Venue** - The venue of any suit which may be brought by either party under the terms of this use agreement or growing out of the tenancy under this use agreement shall Snohomish County Superior Court of Washington for Snohomish County.

**21. Public Policy** - The City of Arlington/Arlington Municipal Airport reserves the right to suspend this land use agreement at any time for legitimate public safety.

**22. Obligations** - The Arlington Municipal Airport shall notify the *permittees* of any security, maintenance or other requirements necessary to the safe and orderly conduct of the event prior

to the event. The *permittees* shall apply security, maintenance or other requirements during the event. Regarding requests for airport service(s) only a principle officer for the *permittees* can request service(s) from the city/airport. Once service(s) have been requested by the *permittees* from the city/airport the *permittees* are required to pay for the service(s). The airport shall provide a cost estimate and timeline to complete the service(s). This estimate shall also include whether the city/airport can complete the service(s) within the outlined time frame. In the event of only partial clean-up, teardown, site restoration or application of agreed to services by the *permittees*, the city/airport shall apply the current billing rate for city/airport services to remedy any of the above and bring the site back to pre-event status. No intoxicating venues, beverages or drug usage shall be allowed on the *permittee* event site.

23. Amendments – This Agreement may be modified by mutual agreement of the parties. No such modification shall be effective until it is reduced to writing and signed by all parties with the same formality as this Agreement.

24. Execution of Multiple Counterparts – This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

\_\_\_\_\_  
David Ryan, Airport Director  
Arlington Municipal Airport

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

CITY OF EVERETT

\_\_\_\_\_  
Participating Entity

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

EXHIBIT A - EVOC TRIANGLE

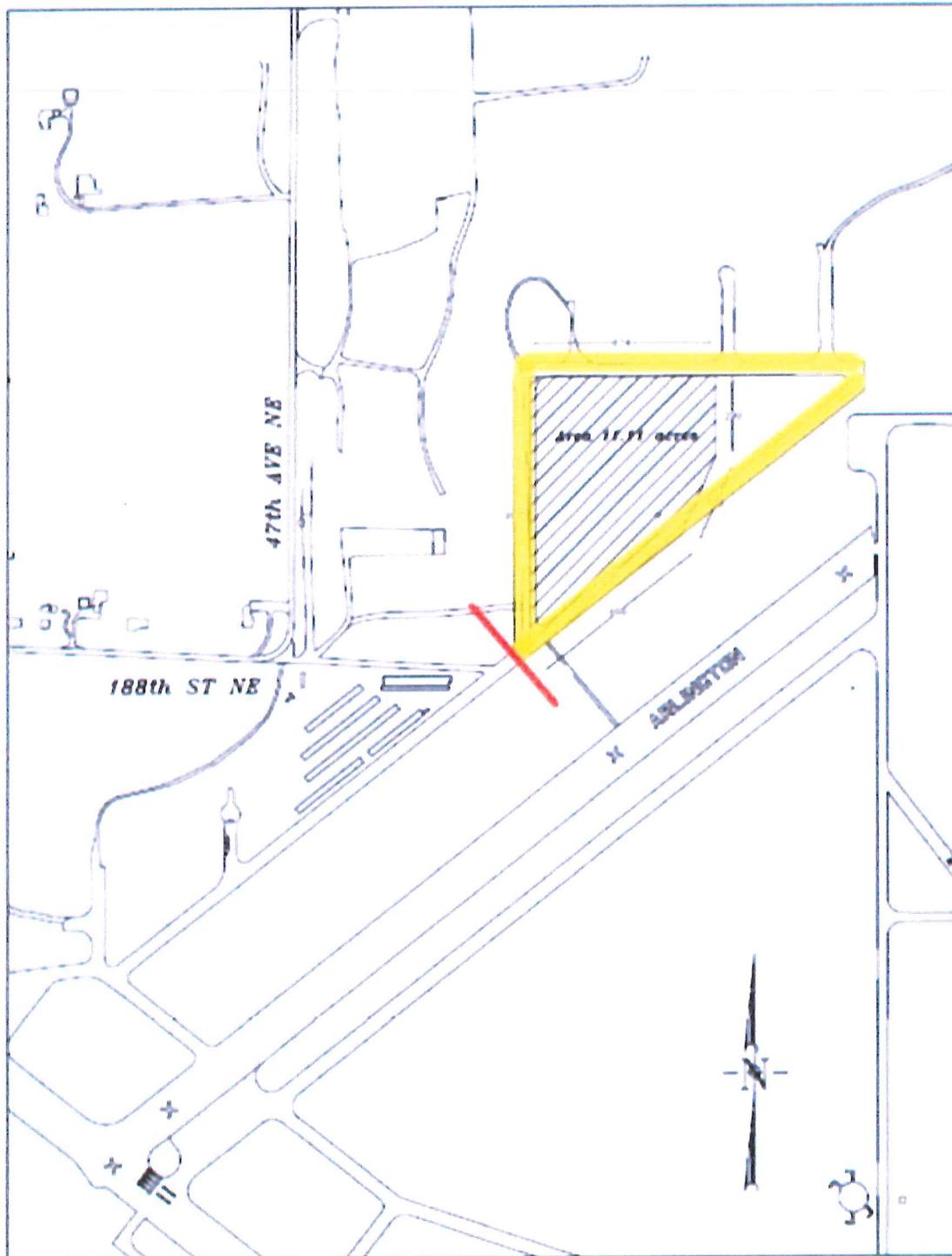


EXHIBIT B

COPY

**INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS**

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of September, 2015, by the following governmental entities ("Participating Entities") ("Parties");

City of Arlington  
City of Bothell  
City of Brier  
City of Edmonds  
City of Everett  
City of Lake Stevens

City of Lynnwood  
City of Mill Creek  
City of Monroe  
City of Mountlake Terrace  
City of Mukilteo  
Tulalip Tribal Police

**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 Entities comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions:

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

## **1.0 Payment**

The undersigned Participating Entities shall contribute fees at the rates indicated below\* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2016 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2016. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

\*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$800.00 per year
50 – 100 officers	\$1200.00 per year
Over 100 officers	\$1600.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

## **2.0 Scope of Services**

- 2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement-related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training session.
- 2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

## **3.0 Effective Date and Term**

The initial term of this Agreement shall commence on January 1, 2016, and it shall continue in effect through December 31, 2021, unless sooner terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

#### **4.0 Changes**

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service training site may be changed by majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

#### **5.0 Waiver**

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

#### **6.0 Allocation of Liability/Insurance**

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.
- 6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool acceptable to the city.
- 6.3 This Section 6 shall survive termination of this Agreement.

## **7.0 Legal Requirements**

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

## **8.0 Termination and Notice**

- 8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension. Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.
- 8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in Section 6 and shall not entitle it to any refund of the payments made pursuant to Section 1, prior to the effective date of termination.

## **9.0 Governing Law - Entire Agreement - Severability**

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

## **10.0 Agreement – Amendment**

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

## **11.0 Execution of Multiple Counterparts**

This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts: Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

**12.0 Recording**

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

**13.0 No joint venture.**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

**14.0 Liability/ No Third Party Beneficiaries**

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson  
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:  
Sharon Full  
Clerk

APPROVED AS TO FORM:

James D. Lee  
By:

\_\_\_\_\_  
Participating Entity

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

Its: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

**Exhibit A**  
List each Participating Entity's contact person and address for notice purposes. (see attached)

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

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

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

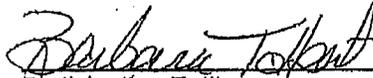
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Participating Entity

By: BARBARA TOLBERT

Its: MAYOR - ARLINGTON

ATTEST:

  
\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
By: Steve Pappas, City Atty

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The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purpose of the Interlocal Cooperation ACT, Ch. 36.84 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

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**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

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

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

Its: \_\_\_\_\_

ATTEST:

*City of Bothell*  
Participating Entity

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

Its: *City Manager*

ATTEST:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written;

CITY OF EVERETT

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

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

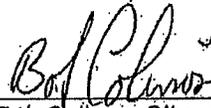
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Bob Colinas, City of Brier

By: **Bob Colinas**

Its: **MAYOR**

ATTEST:

  
\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

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

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

CITY OF EDMONDS

Participating Entity

By: *David Decker*

Its: Mayor

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

*Sharon Catta*  
By:

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

CITY OF LAKE STEVENS

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

\_\_\_\_\_  
*Marcus Tageant*

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

By: Marcus Tageant

Its: \_\_\_\_\_

Its: Mayor Pro Tem

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
*[Signature]*  
Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
*[Signature]*  
By: City Attorney

**Exhibit A.**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written:

CITY OF EVERETT:

Ray Stephanson  
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:

Sharon J. Allen  
Clerk

APPROVED AS TO FORM:

Sharon J. Allen  
By:

City of Lynnwood

Participating Entity

DocuSigned by:  
By: NSmith 3/25/2016

Its: Mayor

ATTEST:

DocuSigned by:  
Sanja Springer 3/25/2016  
Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Rosemary Larson 3/24/2016  
By:

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT:

Ray Stephanson  
Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:  
Sharon Full  
Clerk

APPROVED AS TO FORM:

James R. Lee  
By:

CITY OF MILL CREEK:

Rebecca C. Polizzotto  
Participating Entity

By: REBECCA C. Polizzotto

Its: City Manager

ATTEST:  
[Signature]  
Clerk

APPROVED AS TO FORM:

n/a  
By:

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

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

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

*Geoffrey Thomas*  
\_\_\_\_\_  
Participating Entity

By: GEOFFREY THOMAS

Its: Mayor

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
By:

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

*memoranda*

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

*[Handwritten Signature]*  
Participating Entity

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

Its: \_\_\_\_\_

ATTEST:

*[Handwritten Signature]*  
Clerk

APPROVED AS TO FORM:

*[Handwritten Signature]*  
By: City Attorney

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

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

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

City of Mukilteo  
Participating Entity

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

Its: Mayor

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

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

**Exhibit A**

List each Participating Entity's contact person and address for notice purposes. (see attached)

## Exhibit A

### ARLINGTON PD

Dan Cone Work 360-403-4609  
Cell 425-754-2963  
110 East 3<sup>rd</sup> St. Arlington WA 98223  
[dccone@arlingtonwa.gov](mailto:dccone@arlingtonwa.gov)  
(Public Safety Dir. Bruce Stedman) FAX 360/435-4677

### BOTHELL PD

Cedric Collins W) 425-487-5180 C) 425-280-3056  
Jeremy Wilson W) 425-487-5517 C) 253-740-8442  
18410 - 101<sup>st</sup> Ave NE Bothell, WA 98011-3455  
[Cedric.Collins@ci.bothell.wa.us](mailto:Cedric.Collins@ci.bothell.wa.us)  
[Jeremy.Wilson@ci.bothell.wa.us](mailto:Jeremy.Wilson@ci.bothell.wa.us)  
(Chief Carol Cummings) FAX 425-487-5556

### BRIER PD

Patrick Murphy Work 425-775-5452 ext 141  
Cell 425-772-0540  
2901 228<sup>th</sup> St, Brier, WA 98036  
[pmurphy@ci.brier.wa.us](mailto:pmurphy@ci.brier.wa.us)  
(Chief Mike Catlett) FAX 425-673-7527

### EDMONDS PD

Mike Bard Work 425-771-0275  
Cell 206-786-9138  
250 5<sup>th</sup> Ave. N, Edmonds, WA 98020  
[Michael.Bard@edmondswa.gov](mailto:Michael.Bard@edmondswa.gov)  
(Chief Al Compaan) FAX 425-771-0276

### EVERETT PD

Trevor Townsend W) 425-257-7491 C) 425-508-3196  
Ursula Clifton W) 425-257-8445 C) 425-754-7896  
Ryan Terpening W) 425-257-8414 C) 425-754-8274  
Janelle Lyman W) 425-257-8531  
3002 Wetmore Ave Everett, WA 98201  
[trtownsend@everettwa.gov](mailto:trtownsend@everettwa.gov)  
[uclifton@everettwa.gov](mailto:uclifton@everettwa.gov)  
[rterpening@everettwa.gov](mailto:rterpening@everettwa.gov)  
[jlyman@everettwa.gov](mailto:jlyman@everettwa.gov)  
(Chief Dan Templeman) FAX 425/257-6506

### LAKE STEVENS PD

Jeff Lambier Work 425-334-9537 ext 3525  
Cell 425-583-1064  
2211 Grade Road, Lake Stevens, WA 98258  
[jlambier@lakestevenswa.gov](mailto:jlambier@lakestevenswa.gov)  
(Chief Dan Lorentzen) FAX 425-334-9842

### LYNNWOOD PD

Sean Doty W) 425-670-5628  
Josh Kelsey W) 425/670-5618 C) 425-754-0125  
PO Box 5008  
19321 44th Ave W, Lynnwood 98046  
[sdoty@ci.lynnwood.wa.us](mailto:sdoty@ci.lynnwood.wa.us)  
[jkelsey@ci.lynnwood.wa.us](mailto:jkelsey@ci.lynnwood.wa.us)  
(Chief Steve Jensen) FAX 425-672-1418

### MILL CREEK PD

Stan White Work 425-921-5762  
15728 Mill Creek Blvd., Mill Creek, WA 98012  
[022@cityofmillcreek.com](mailto:022@cityofmillcreek.com)  
(Chief Bob Crannell) FAX 425/745-4680

### MONROE PD

Brian Johnston Work 360-863-4576  
Personal Cell (best) 425-268-0828  
Work Cell 425-345-9945  
818 West Main St. Monroe, WA 98272-2125  
[bjohnston@ci.monroe.wa.us](mailto:bjohnston@ci.monroe.wa.us)  
(Chief Timothy Quenzer) FAX 360-794-3129

### MOUNTLAKE TERRACE PD

Jole Worthen Work 425-744-6248  
Cell 425-218-5009  
5906 232<sup>nd</sup> St. SW Mountlake Terrace, WA 98403  
[JWorthen@ci.mt.wa.us](mailto:JWorthen@ci.mt.wa.us)  
(Chief Greg Wilson) FAX 425-776-5788

### MUKILTEO PD

Colt Davis W) 425-263-8104 C) 425-328-6512  
Joe Evans W) 425-263-8105 C) 425-328-6778  
Cheol Kang Work 425-263-8106  
10500 - 47<sup>th</sup> Pl. W., Mukilteo, WA 98275  
[c.davis@ci.mukilteo.wa.us](mailto:c.davis@ci.mukilteo.wa.us)  
[j.evans@ci.mukilteo.wa.us](mailto:j.evans@ci.mukilteo.wa.us)  
[c.kang@ci.mukilteo.wa.us](mailto:c.kang@ci.mukilteo.wa.us)  
(Chief Chuck Macklin) FAX 425-348-1275

### TULALIP PD

Kenn Johnson Work 360-716-5942  
Cell 425-508-1575  
6103 31st Ave. NE, Tulalip, WA 98271  
[kjohnson@tulaliptribalpolice.org](mailto:kjohnson@tulaliptribalpolice.org)  
(Chief Carlos Echevarria) FAX 360-716-5999



**Project title:** Proposed Ordinance amending Ordinance 2784-04 to align motorized scooter regulations with bicycle regulations and other State laws related to motorized foot scooters

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
CB 2003-15

**Agenda dates requested:**  
3/11/2020

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

**Budget amendment:**  
Yes  X No

**PowerPoint presentation:**  
Yes  X No

**Attachments:**  
Amended ordinance

**Department(s) involved:**  
Administration, Everett PD,  
Public Works, Legal

**Contact person:**  
Julio Cortes

**Phone number:**  
425.257.7110

**Email:**  
jcortes@everettwa.gov

**Initialed by:**  
Department head  
Administration  
  
Council President

**Consideration:** Approve scooter ordinance amendments  
**Project:** Motorized foot scooter ordinance amendments  
**Partner/Supplier :** Multiple departments  
**Location:** City of Everett  
**Preceding action:** Pilot program introduction 5/15/2019  
**Fund:** NA

**Fiscal summary statement:** None.  
**Project summary statement:**

Through a scooter sharing pilot program in 2019, Everett residents showed support for the use of motorized scooters to travel within the City.

Staff suggests, where reasonable, to align motorized scooter regulations with bicycle regulations and other state laws related to motorized foot scooters to provide residents and visitors consistent rules and more opportunities to use this method of transportation.

Motorized foot scooters promote positive impacts on the environment and traffic by providing residents and visitors to Everett an alternative to transportation by car.

**Recommendation (exact action requested of Council):**  
Adopt an Ordinance amending Ordinance No. 2784-04, to align motorized scooter regulations with bicycle regulations and other State laws related to motorized foot scooters.





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

An Ordinance Relating to Motorized Foot Scooters, amending Ordinance No. 2784-04, as amended (chapter 46.80 EMC)

**WHEREAS,**

- A. The rideshare industry has developed to include methods of transportation beyond motor vehicles, such as motorized scooters.
- B. Through a scooter sharing pilot program in 2019, Everett residents have shown support for the use of motorized scooters to travel within the City.
- C. Motorized foot scooters also promote positive impacts on the environment and traffic by providing residents and visitors to Everett an alternative to transportation by car.
- D. It is appropriate, where reasonable, to align motorized scooter regulations with bicycle regulations and other state laws related to motorized foot scooters to provide residents and visitors consistent rules and more opportunities to use this method of transportation.
- E. The City Council finds that updating the motorized foot scooter ordinance will promote the welfare of the general public and promote the economic development by allowing motorized scooters to be a viable, alternative method of transportation that will beneficially impact the environment and traffic congestion.

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

**Section 1.** Section 1 of Ordinance 2784-04, as amended (codified at EMC 46.80.010), is amended as follows, with strikeouts deleted and underlining added:

The provisions of this chapter shall apply to motorized foot scooters ~~and to all other wheeled recreational devices that are not otherwise regulated by state law.~~ The regulations of this chapter shall not apply to any vehicle used by a disabled person in accordance with Chapter 46.19 RCW.

**Section 2.** Section 2 of Ordinance 2784-04, as amended (codified at EMC 46.80.020), is amended as follows, with strikeouts deleted and underlining added:

- A. “Central business district” means the area in zone UM designated as “Parking Area A” in chapter 19.34 of the Everett zoning code.

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

C. “City property” means all property owned or controlled by the city, including without limitation, all city rights-of-way that are not a city street or sidewalk.

~~C.D.~~ “Motorized foot scooter” means a device with ~~no more than two~~ or three ten-inch or smaller diameter wheels that has handlebars, a floorboard that can be is designed to be stood upon while riding or sat upon by the operator, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater is capable of propelling the device with or without human propulsion at a speed of no more than twenty miles per hour on level ground. For the purposes of this definition, a motor-driven cycle, a moped, an electric-assisted bicycle, or a motorcycle is not a motorized foot scooter.

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

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

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

~~D.E.~~ “Rules of the road” means all rules applicable to vehicle, bicycle, motorized foot scooter, or pedestrian traffic as set forth in state or local law statute, rule or regulation.

F. “Sidewalk” means that property between the curb lines or the lateral lines of a roadway and the adjacent property set aside and intended for the use of pedestrians, or such portion of private property parallel and in proximity to a public highway and dedicated to use by pedestrians.

~~F.~~ “Helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chinstrap type retention system, with a label

required by the Federal Consumer Products Safety Commission standards for bicycle helmets as adopted by the Code of Federal Regulations, 16 CFR 1203, and which is marked with durable labeling in accordance with 16 CFR 1203.6.

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

**Section 3.** Section 3 of Ordinance 2784-04, as amended (codified at EMC 46.80.030), is amended as follows, with strikeouts deleted and underlining added:

A. It is unlawful for any person to operate a motorized foot scooter ~~or other wheeled recreational device~~:

1. In excess of fifteen miles an hour on a city street, sidewalk, or other city property upon which this ordinance authorizes the operation of motorized foot scooters;

2. On any city street, sidewalk, or other city property, as authorized by this Ordinance, unless such person is sixteen years of age or older;

~~23.~~ With a passenger in addition to the operator;

~~4.3.~~ On any city street with a maximum speed limit above ~~twenty five~~thirty miles per hour, unless the device is operated within a designated bicycle lane;

~~54.~~ On any city property that is not a city street, sidewalk, or paved bicycle lane, except as otherwise expressly authorized by this Ordinance; provided that it is unlawful to operate a motorized foot scooter on any sidewalk within the Central Business District except as necessary to enter or leave adjacent property;

~~65.~~ In any park; except upon such areas authorized for use by motor vehicles, such as parking lots;

~~6.~~ Upon any bicycle path or trail that is not a designated bicycle lane, or upon any equestrian, hiking or recreational trail;

7. ~~Upon any sidewalk, except as may be necessary to enter or leave adjacent property;~~

or

8. On any ~~posted~~ private or public property posted to exclude or restrict motorized foot scooters.



B. Any person operating a motorized foot scooter ~~or other wheeled recreational device~~ shall obey all the rules of the road, as well as the instructions of official traffic control signals, signs, and other control devices ~~applicable to vehicles~~, unless otherwise directed by a police officer.

C. No motorized foot scooter ~~or other wheeled recreational device~~ shall be ridden or operated in a negligent or unsafe manner but shall be operated with reasonable regard for the safety of the operator and other persons. For purposes of this section:

1. To operate in a negligent manner means the operation of a motorized foot scooter or other wheeled recreational device in such a manner as to endanger or be likely to endanger any person or property.

2. Operation of a motorized foot scooter in excess of 15 miles per hour shall be prima facie evidence of operation in a negligent manner.

**Section 4.** Section 4 of Ordinance 2784-04, as amended (codified at EMC 46.80.040), is amended as follows, with strikeouts deleted and underlining added:

A. Every motorized foot scooter when in use during the hours of darkness as defined in RCW 46.37.020 shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet to the front and with a red reflector on the rear of a type approved by the state patrol which shall be visible from all distances up to six hundred feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector. A light-emitting diode flashing taillight visible from a distance of five hundred feet to the rear may also be used in addition to the red reflector. ~~—Any person operating a motorized foot scooter or other wheeled recreational device upon any city street shall wear a helmet and shall have the neck or chinstrap of the helmet fastened securely while the device is in motion.~~

B. Regardless of subsection A above, Mmotorized foot scooters ~~and other wheeled recreational devices~~ may not be operated at any time from twelve a.m. to five a.m. ~~one half hour after sunset to one half hour before sunrise without reflectors of a type approved by the state patrol.~~

**Section 5.** 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 6.** 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 7.** 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 8.** 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 Closing a Special Improvement Project Entitled "Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation", Fund 354, Program 049, to Accumulate All Costs for the Improvement Project, as Established by Ordinance 3489-16

**Project title:**

**Council Bill #**

CB 2003-18

**Agenda dates requested:**

**Briefing**

Proposed action 3/25/2020  
4/01/2020

**Consent**

Action 4/08/2020

**Ordinance X**

**Public hearing**

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Parks and Community Services, Administration

**Contact person:**

Bob Leonard

**Phone number:**

(425) 257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Closing Ordinance

**Project:** Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation

**Partner/Supplier:** Premier Field Development of Snohomish

**Location:** Kasch Park – 8800 Airport Road

**Preceding action:** Ordinance No. 3489-16, Effective Date 5/01/2016

**Fund:** 354 Program 049

**City Council Agenda Item Cover Sheet**

**Fiscal summary statement:**

The project was funded using Capital Improvement Program (CIP 3) Fund 354, Program 049. The project was completed at a total cost of \$3,473,122. \$2,675,000 came out of CIP3 funds, of which \$7,418 was returned to CIP3. \$750,000 came from Washington State Recreation and Conservation office grants and \$55,540 came from a PUD rebate. All expenses for the project have been paid.

**Project summary statement:**

This funding was for the replacement and renovation of fields 2 and 3 at Kasch Park. Along with synthetic turf replacement, the project also included drainage system renovation, replacement of the light poles and light fixtures which service all the multipurpose fields to provide efficient lighting, accessibility improvements, appropriate netting to act as inter-field safety barriers, and field markings for multiple sports.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance closing a special improvement project entitled "Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation", fund 354, program 049, to accumulate all costs for the improvement project, as established by Ordinance 3489-16.





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

AN ORDINANCE closing a special improvement project entitled “Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation”, Fund 354, Program 049, as Established by Ordinance 3489-16

**WHEREAS,**

- A. The parks improvement project entitled “Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation”, Fund 354, Program 049, was established for the replacement and renovation of multipurpose fields 2 and 3 at Kasch Park.
- B. The purpose of the special improvement project has been accomplished.
- C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

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

**Section 1**

That the project entitled “Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation”, Fund 354, Program 049, be closed.

**Section 2**

That the final expenses and revenues for the “Kasch Park Multipurpose Fields 2 and 3 - Replacement and Renovation”, Fund 354, Program 049, are as follows:

A. Expenses

Transfers Out	\$ 7,418.00
Design, Demolition and Construction Costs	<u>\$3,473,122.00</u>
Total Costs	\$3,480,540.00

B. Revenues

Fund 354 – CIP3	\$2,675,000.00
Washington State Recreation and Conservation office	\$ 750,000.00

PUD #1 Rebate  
Total Revenues

\$ 55,540.00  
\$3,480,540.00

**Section 3**

That there are no financial transactions remaining.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

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

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

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

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



An Ordinance Closing a Special Improvement Project Entitled "Deer Park Playground

Project title: Replacement" Fund 354, Program 057, as established by Ordinance 3634-18

City Council Agenda Item Cover Sheet

Council Bill #

CB2003-19

Agenda dates requested:

Briefing

Proposed action 3/25/2020
4/01/2020

Consent

Action 4/08/2020

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Parks and Community
Services, Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Closing Ordinance

Project: Deer Park Playground Replacement

Partner/Supplier : Buell Recreation, LLC

Location: 1300 55th St. SW, Everett, WA

Preceding action: Ordinance No. 3634-18, Effective Date 11/28/2018

Fund: 354 Program 057

Fiscal summary statement:

The project budget was \$120,093.41 funded using Capital Improvement Program (CIP 3) Fund 354, Program 057 (\$100,000) and Fund 101 (\$20,093.41). The project was completed at a total cost of \$120,093.41. All expenses for the project have been paid.

Project summary statement:

This project completed the replacement of the Deer Park Playground. The project was started on April 24, 2019 and was completed on June 3rd, 2019. The work included demolition and removal of the existing playground structure and surfacing, and the purchase and installation of new playground equipment and rubber tile resilient surfacing.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Deer Park Playground Replacement" Fund 354, Program 057, as established by Ordinance 3634-18.





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

**AN ORDINANCE** closing a special improvement project entitled “Deer Park Playground Replacement, Fund 354, Program 057 as established by Ordinance No. 3634-18.

**WHEREAS,**

- A.** The parks improvement project entitled “Deer Park Playground Replacement”, Fund 354, Program 057, was established for the replacement of the playground located at Deer Park.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

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

**Section 1**

That the project entitled “Deer Park Playground Replacement”, Fund 354, Program 057, be closed.

**Section 2**

That the final expenses and revenues for the “Deer Park Playground Replacement”, Fund 354, Program 057, are as follows:

**A. Expenses**

Design, Demolition and Construction Costs	\$ 120,093.41
Total Costs	\$ 120,093.41

**B. Revenues**

Fund 354 – CIP3	\$100,000.00
-----------------	--------------

Fund 101  
Total Revenues

\$ 20,093.41  
\$120,093.41

**Section 3**

That there are no financial transactions remaining.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

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

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

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

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



An Ordinance Closing a Special Improvement Project Entitled "Forterra Restoration Plan", Fund 354, Program 058, for the Continued Implementation of a Restoration Plan for Several Publicly Owned Urban Forested Areas Within the City of Everett, as Established by Ordinance 3651-18

**Project title:**

**Council Bill #**

CB2003-20

**Agenda dates requested:**

Briefing  
Proposed action 3/25/2020  
4/01/2020

Consent  
Action 4/08/2020  
Ordinance X  
Public hearing  
 Yes  No

**Budget amendment:**  
 Yes  No

**PowerPoint presentation:**  
 Yes  No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Parks and Community Services, Administration

**Contact person:**

Bob Leonard

**Phone number:**

(425) 257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Consideration:** Closing Ordinance

**Project:** Forterra Restoration Plan

**Partner/Supplier:** Forterra

**Location:** Park System

**Preceding action:** Ordinance No. 3651-18, Effective Date 1/03/2019

**Fund:** 354 Program 058

**City Council Agenda Item Cover Sheet**

**Fiscal summary statement:**

The project funded using Capital Improvement Program (CIP 3) Fund 354, Program 058 was not to exceed \$58,000. The project was completed at a total cost of \$57,990.88. All expenses for the project have been paid.

**Project summary statement:**

This funding was for the contract with Forterra for 2019. This funding ordinance allocated CIP3 dollars for the continued partnership with Forterra on the City's 20-year forest restoration plan. The City and Forterra focused forest restoration activity in urban-forested areas within Everett under the management of the Parks and Community Services Department including, but not limited to, work in Thornton A Sullivan Park (Silver Lake), Howarth Park, Rotary Park, Forest Park, Hannabrook Park, the South Everett Forest Preserve, and Johnston-Kelly Park.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance closing a special improvement project entitled "Forterra Restoration Plan", Fund 354, Program 058, for the continued implementation of a restoration plan for several publicly owned urban forested areas within the City of Everett, as established by Ordinance 3651-18.





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

**AN ORDINANCE** closing a special improvement project entitled “Forterra Restoration Plan”, Fund 354, Program 058, for the continued implementation of a restoration plan for several publicly owned urban forested areas within the City of Everett, as established by Ordinance 3651-18.

**WHEREAS,**

- A. The parks improvement project entitled “Forterra Restoration Plan”, Fund 354, Program 058, was established for the continued implementation of a restoration plan for several publicly owned urban forested areas within the City of Everett.
- B. The purpose of the special improvement project has been accomplished.
- C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

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

**Section 1**

That the project entitled “Forterra Restoration Plan”, Fund 354, Program 058, be closed.

**Section 2**

That the final expenses and revenues for the “Forterra Restoration Plan”, Fund 354, Program 058, are as follows:

A. Expenses

Transfers Out	\$ 9.12
Forestry Services	\$ 57,990.88
Total Costs	\$ 58,000.00

B. Revenues

Fund 354 – CIP3  
Total Revenues

\$ 58,000.00  
\$ 58,000.00

**Section 3**

That there are no financial transactions remaining.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

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

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

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

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



**Project title:** An Ordinance approving the appropriations of the 2020 revised City of Everett Budget and amending Ordinance No. 3707-19.

**City Council Agenda Item Cover Sheet**

**Council Bill #**  
OB2003-16

**Agenda dates requested:**  
03/18/20 - 1<sup>st</sup> Reading  
03/25/20 - 2<sup>nd</sup> Reading  
04/01/20 - 3<sup>rd</sup> Reading

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

**Budget amendment:**  
 X Yes No

**PowerPoint presentation:**  
 X Yes No

**Attachments:**  
Amendment

**Department(s) involved:**  
Finance

**Contact person:**  
Susy Haugen

**Phone number:**  
425-257-8612

**Email:**  
Shaugen@everettwa.gov

**Initialed by:**

Department head  
Administration  
Council President

**Consideration:** Ordinance

**Project:** 2020 Budget Amendment #1

**Partner/Supplier :**

**Location:**

**Preceding action:**

**Fund:** Multiple

**Fiscal summary statement:**

The proposed ordinance amends the City of Everett 2020 Operating Budget as noted below.

- General Government amendments:
  - Increase beginning fund balance by \$2,391,119
  - Decrease revenue by \$731,052
  - Increase expenditures by \$1,706,067
  - Decrease ending fund balance by \$46,000
- Non-General Government amendments:
  - Increase beginning fund balance by \$8,080,946
  - Decrease revenue by \$1,114,850
  - Increase expenditures by \$7,055,020
  - Decrease ending fund balances by \$88,924

**Project summary statement:**

This budget amendment revises the 2020 budget for projects and information that have arisen since the original budget was adopted on November 13, 2019.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance approving the appropriations of the 2020 City of Everett Budget and amending Ordinance No. 3707-19.



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

An **ORDINANCE** approving the appropriations of the 2020 City of Everett budget and amending Ordinance No. 3707-19.

**WHEREAS,**

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2020 Budget.

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

**Section 1.** Ordinance No. 3707-19 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2020 Budget with a total increased appropriation amount of \$8,761,087.

	<u>Beginning Fund Balance and 2020 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2020 Original Adopted Budget	\$ 649,986,342	\$ 430,386,030	\$ 219,600,312
Budget Amendment #1	8,626,163	8,761,087	(134,924)
2020 Amended Budget	\$ 658,612,505	\$ 439,147,117	\$ 219,465,388

**Section 2.** 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 3.** 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 4.** 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.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

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

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

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

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

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

## 2020 BUDGET ADJUSTMENTS for Budget Amendment # 1

### General Government Reappropriations

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGR-1	Non-Departmental			5,280	-
		5,280		5,280	
GGR-2	Police			77,954	-
		77,954		77,954	
GGR-3	Police			9,743	-
		9,743		9,743	
GGR-4	Police			19,973	-
		19,973		19,973	
GGR-5	Fire			74,405	-
		74,405		74,405	
GGR-6	Fire			27,795	-
		27,795		27,795	
GGR-7	Parks			24,413	-
		24,413		24,413	
GGR-8	Municipal Arts			280,700	-
		280,700		280,700	
GGR-9	Street Improvements			1,870,856	-
		1,870,856		1,870,856	
<b>Total General Government Reappropriations</b>		<b>2,391,119</b>	<b>-</b>	<b>2,391,119</b>	<b>-</b>

### General Government Amendments

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGA-1	Legal		48,000	48,000	-
			48,000	48,000	
GGA-2	Planning		100,000	100,000	-
			100,000	100,000	
GGA-3	Police		32,170	32,170	-
			32,170	32,170	
GGA-4	Police		14,361	14,361	-
			14,361	14,361	
GGA-5	Police		12,000	12,000	-
			12,000	12,000	
GGA-6	Fire		2,417	2,417	-
			2,417	2,417	
GGA-7	Non-Departmental		10,000	10,000	-
			10,000	10,000	
GGA-8	Planning			46,000	(46,000)
				46,000	(46,000)
GGA-9	Street Improvements		(950,000)	(950,000)	-
			(950,000)	(950,000)	
<b>Total General Government Amendments</b>		<b>-</b>	<b>(731,052)</b>	<b>(685,052)</b>	<b>(46,000)</b>

**Non-General Government Reappropriations**

		Increase/(Decrease)			
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
NGR-1 CIP 1	General Gov't Capital Projects	979,461		979,461	-
NGR-2 CIP 3	Parks Projects	1,631,627		1,631,627	-
NGR-3 CIP 4	General Gov't Capital Projects	600,000		600,000	-
NGR-4 Motor Vehicle Repl Fund	Vehicle Purchases	709,190		709,190	-
NGR-5 Hotel/Motel Tax Fund	Lodging Tax Grants	16,500		16,500	-
NGR-6 Property Mgmt Fund	Fire Station #5 HVAC Replacement	49,959		49,959	-
NGR-7 EMS	Bunker Gear	32,645		32,645	-
NGR-8 EMS	Mobile Data Computer Vehicle Docks	17,255		17,255	-
NGR-9 EMS	LifePaks, AEDs, and Ventilator	163,407		163,407	-
NGR-10 Criminal Justice	Marine Vessel Boathouse	230,000		230,000	-
NGR-11 Criminal Justice	Body Worn Cameras	100,000		100,000	-
NGR-12 Information Tech Reserve	IT Projects	414,029		414,029	-
NGR-13 Multiple	Vera Clinic Startup Costs	1,042,307		1,042,307	-
NGR-14 Transit	Transit Projects	2,094,566		2,094,566	-
<b>Total Non-General Government Reappropriations</b>		<b>8,080,946</b>	<b>-</b>	<b>8,080,946</b>	<b>-</b>

**Non-General Government Amendments**

		Increase/(Decrease)			
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
NGA-1 CIP 1	EMB Window Replacements			211,071	(211,071)
NGA-2 CIP 3	Park Projects			58,000	(58,000)
NGA-3 Reserve for Parks	Lowell Riverfront Off Leash Dog Area		80,000	80,000	-
NGA-4 Transit	Capital Outlay Adjustments		(2,006,800)	(2,397,597)	390,797
NGA-5 Real Property Acquisition	Property Purchase		180,000	180,000	-
NGA-6 EMS	SAFER Grant		631,950	842,600	(210,650)
<b>Total Non-General Government Amendments</b>		<b>-</b>	<b>(1,114,850)</b>	<b>(1,025,926)</b>	<b>(88,924)</b>
<b>TOTAL</b>		<b>10,472,065</b>	<b>(1,845,902)</b>	<b>8,761,087</b>	<b>(134,924)</b>

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB
GGR-1	Non-Departmental	009R		5,280	
GGR-1	General Fund	002R	5,280		

To carry forward funds for mediation with Safety National for environmental insurance recovery related to the GTS property.

Increase professional services	009	5000900410		5,280	
Increase beginning fund balance	002	3080000000			5,280

Department		Code	Rev	Exp	FB
GGR-2	Police	031R		77,954	
GGR-2	General Fund	002R	77,954		

This re-appropriation carries forward funds for two specialized computers systems:

The Forensic Recovery of Evidence Device (FRED) will replace the current end of life system. This device is used extensively in the investigations of child exploitation, homicide, financial, and property crime cases. Cost of this item is \$49,900.

A new system, called Cryptanalysis, will assist forensics detectives in accessing digitally encrypted evidence. The system will not only provide quicker evidence recovery, but will also allow for the decryption and recovery of digital evidence that may otherwise not have occurred. Cost of this item is \$28,054.

Increase small tools/equipment	031	5320000350		77,954	
Increase beginning fund balance	002	3080000000			77,954

Department		Code	Rev	Exp	FB
GGR-3	Police	031R		9,743	
GGR-3	General Fund	002R	9,743		

To carry forward funds for the acquisition of new computer and desk workstations for use by all patrol officers at the North Precinct. The works stations will replace old, highly worn and damaged desks with newly designed ergonomic work stations that provide additional space and an improved environment.

Increase small tools/equipment	031	5320000350		9,743	
Increase beginning fund balance	002	3080000000			9,743

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB
GGR-4	Police	031R		19,973	
GGR-4	General Fund	002R	19,973		

This re-appropriation carries forward funds to replace 10 rifles that have exceeded their useful lives.

Increase small tools/equipment	031	5400005350		19,973	
Increase beginning fund balance	002	3080000000			19,973

Department		Code	Rev	Exp	FB
GGR-5	Fire	032R		74,405	
GGR-5	General Fund	002R	74,405		

To re-appropriate funds for the purchase of twenty sets of bunker gear that were ordered in 2019 but not received prior to year-end. The total cost of \$107,050 will be split between the General Fund and the Emergency Medical Services (EMS) Funds. Please see NGR-7 for the related re-appropriation to the EMS fund.

Increase uniforms	032	5202000260		74,405	
Increase beginning fund balance	002	3080000000			74,405

Department		Code	Rev	Exp	FB
GGR-6	Fire	032R		27,795	
GGR-6	General Fund	002R	27,795		

The Fire department is replacing its entire fleet of Mobile Data Computers (MDCs). This re-appropriation carries funds forward to purchase the appropriate mounts in order to use the new MDCs in the department's 42 vehicles. The total cost of \$45,050 will be split between the General Fund and EMS. Please see NGR-8 for the related re-appropriation to the EMS fund.

Increase small tools/equipment	032	5200000350		27,795	
Increase beginning fund balance	002	3080000000			27,795

**2019  
Budget Adjustments  
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGR-7	Parks	101R	24,413	24,413	
<p>Re-approp - Training &amp; Procedure Development</p> <p>To carry forward funds to pay the balance of a contract with Cross Island Consulting for training, mentoring, and procedure development for the Ranger and Animal Control divisions of the Parks and Community Services Department. Total contract maximum amount was \$25,000.</p>					
Increase professional services			101	5421050000410	24,413
Increase beginning fund balance			101	30800000000	24,413

	Department	Code	Rev	Exp	FB
GGR-8	Municipal Arts	112R	280,700	280,700	
<p>Re-approp - 1% for Arts Program</p> <p>This re-appropriation carries forward available 1% for Arts funds for expenditure in 2020.</p> <p>Projects currently underway include the fabrication and installation of sculptures on Broadway and the addition of five Hoyt Avenue light sculptures between Wall Street and Pacific Avenue.</p>					
Increase beginning fund balance			112	3080000200	174,100
Increase beginning fund balance			112	3080000210	106,600
Increase professional services - 1% for Arts General			112	5200201410	174,100
Increase professional services - 1% for Arts Transit			112	5210211410	106,600

	Department	Code	Rev	Exp	FB
GGR-9	Street Improvements	119A	1,870,856	1,870,856	
<p>Re-approp - Street Projects</p> <p>This re-appropriation carries forward the remaining 2019 budgeted Street Improvement funds to 2020 for street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and a General Fund allocation. These funds are used for arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.</p>					
Increase beginning fund balance			119	30800000000	1,870,856
Increase construction projects			119	5524000953650	20,017
Increase construction projects			119	5612002953650	1,850,839

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB	
GGA-1	Legal	Amendment - Public Defense Grant	003A		48,000	
GGA-1	General Fund	Amendment - Public Defense Grant	002A	48,000		

The Washington Office of Public Defense has granted the City \$96,000 to be used towards social work services for the public defense team. The grant begins January 1, 2020, and ends on December 31, 2021. Funds will be split over the two years (\$48,000 each year) and will be paid to Everett Law Association to provide social services to indigent defendants.

Council approved this grant at the December 11, 2019, Council meeting.

Increase professional services	003	5250000410		48,000	
Increase state grants	002	3340120003			48,000

Department		Code	Rev	Exp	FB	
GGA-2	Planning	Amendment - Department of Commerce Grant	021A		100,000	
GGA-2	General Fund	Amendment - Department of Commerce Grant	002A	100,000		

The City was awarded a Washington State Department of Commerce grant in the amount of \$100,000. The scope of work consists of three activities; adopt a citywide housing action plan, adopt a transit-oriented development (TOD) housing action plan, and adopt a housing displacement strategy.

Council approved this grant at the December 18, 2019, Council meeting.

Increase professional services	021	5010000410		100,000	
Increase grant revenue	002	3340420005			100,000

Department		Code	Rev	Exp	FB	
GGA-3	Police	Amendment - FY19 STOP Violence Grant	031A		32,170	
GGA-3	General Fund	Amendment - FY19 STOP Violence Grant	002A	32,170		

The Police Department has been awarded \$32,170 in grant funds from the Washington State STOP Formula Grant program. The fiscal year 2019 agreement with the State Department of Commerce provides funding to improve the criminal justice and community response to violence against women in Snohomish County. The grant funds will be used to advance county-wide law enforcement training.

Council approved this grant at the October 9, 2019, Council meeting.

Increase professional services	031	5920000440		32,170	
Increase grant revenue	002	3331657001			32,170

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB
GGA-4	Police	031A		14,361	
GGA-4	General Fund	002A	14,361		

The Police Department has been awarded a \$14,361 grant from the Washington State Parks and Recreation Commission. The award is to reimburse costs of on-the-water patrols and boating education classes. The program goal is to reduce the number and severity of recreational boating incidents and to promote a safe and enjoyable boating environment for all users.

Council approved application and acceptance of this grant at the December 18, 2019, Council meeting.

Increase overtime	031	5220000120		14,361	
Increase grant revenue	002	3336702400			14,361

Department		Code	Rev	Exp	FB
GGA-5	Police	031A		12,000	
GGA-5	General Fund	002A	12,000		

The United States Department of Justice (DOJ) Marshal's Service is providing funds to the Everett Police Department to conduct and participate in a joint law enforcement effort to investigate and apprehend local, state, and federal fugitives. This amendment increases the Police budget for this purpose.

Increase overtime	031	5701000120		12,000	
Increase grant revenue	002	3421000000			12,000

Department		Code	Rev	Exp	FB
GGA-6	Fire	032A		2,417	
GGA-6	General Fund	002A	2,417		

The Fire Prevention division of the Fire Department was awarded a \$2,417 grant from FM Global for public education/community risk reduction supplies. This amendment increases the Fire budget for this purpose.

Increase office & operating supplies	032	5300000310		2,417	
Increase contributions	002	3670220032			2,417

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB	
GGA-7	Non-Departmental	Amendment - Human Needs/Recovery Café	009A		10,000	
GGA-7	General Fund	Amendment - Human Needs/Recovery Café	002A	10,000		

The City entered into an interlocal agreement with Snohomish County to accept reimbursement of funds for the operations of the Recovery Cafe in an amount not to exceed \$10,000. The Recovery Cafe provides a safe place where individuals can define and pursue all types of recovery together.

Council authorized the interlocal agreement at the December 31, 2019, Council meeting.

Increase professional services	009	5000199410		10,000	
Increase miscellaneous revenue	002	3699030000			10,000

Department		Code	Rev	Exp	FB
GGA-8	Planning	Amendment - Labor Adjustment	021A	46,000	
GGA-8	General Fund	Amendment - Labor Adjustment	009A		(46,000)

This amendment increases the Planning Department's budget for an unbudgeted final leave payout as well as provides funds to refill the position as a 1.0 full-time equivalent (FTE) rather than the current 0.70 FTE.

Increase salaries	021	5010000110		37,000	
Increase benefits	021	5010000210		9,000	
Decrease ending fund balance	009	5980000490			46,000

Department		Code	Rev	Exp	FB
GGA-9	Street Improvements	Amendment - Overlay Program Reduction	119A	(950,000)	(950,000)

This amendment reduces the 2020 overlay budget in response to Initiative 976. The original budget included \$1,550,000 in car tab revenue for overlay. The 2020 overlay budget is reduced by only \$950,000 due to using \$600,000 in available fund balance from the Transportation Benefit District Fund 159.

Decrease construction projects	119	5612002953650			950,000
Decrease transfers in	119	3970000000		950,000	

**2019  
Budget Adjustments  
Tally Sheet**

Department	Code	Rev	Exp	FB
NGR-1 CIP 1 Re-approp - CIP 1 Projects	162R	979,461	979,461	
<p>This amendment re-appropriates CIP 1 funds for the following Council approved projects that were not completed by December 31, 2019:</p> <p>Swim Center repairs - \$6,519            South Precinct roof replacement - \$365,000            South Precinct Snohomish 911 expansion project - \$22,096            Fire Station No. 2 and Fire Station No. 6 additions and alterations - \$525,846            Fire Training building main floor remodel - \$50,000            Fire Training building exterior masonry renovation - \$10,000</p>				
Increase beginning fund balance	162	3080050000		979,461
Increase transfers out	162	5500000550	979,461	

Department	Code	Rev	Exp	FB
NGR-2 CIP 3 Re-approp - CIP 3 Parks Projects	154R	1,631,627	1,631,627	
<p>This amendment re-appropriates CIP 3 funds for the following Council approved projects that were not completed by December 31, 2019.</p> <p>Park projects include:            Kasch Park Renovation - \$25,000            Phil Johnson Ballfields Renovation - \$210,000            Small Capital Projects - \$180,000            Lowell Park Sport Court Renovation - \$98,436            Forest Park Playground Replacement - \$1,000,000            Jetty Landing Restroom Improvement project - \$118,191</p>				
Increase beginning fund balance	154	3080000000		1,631,627
Increase transfers out - intergovernmental services	154	5101003411	118,191	
Increase transfers out - park projects	154	5354010550	1,513,436	

Department	Code	Rev	Exp	FB
NGR-3 CIP 4 Re-approp - CIP 4 Projects	162R	600,000	600,000	
<p>This amendment re-appropriates CIP 4 funds for the remaining Evergreen Branch Library Expansion project costs not completed by December 31, 2019.</p>				
Increase beginning fund balance	162	3080062000		600,000
Increase project expenditures	162	5625230550	600,000	

**2019  
Budget Adjustments  
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGR-4	Motor Vehicle Repl Fund	126R	709,190	709,190	

This re-appropriation carries forward funds for vehicles and equipment scheduled for replacement in 2019, but not received prior to year-end.

Engineering - staff car and aerial lift truck - \$200,000  
 Police - seven patrol utility vehicles - \$264,190  
 Streets - rock screener - \$245,000

Increase beginning fund balance	126	3080000000		709,190
Increase vehicle expenditures - Engineering	126	5200024640	200,000	
Increase vehicle expenditures - Police	126	5200031640	264,190	
Increase vehicle expenditures - Streets	126	5200120640	245,000	

	Department	Code	Rev	Exp	FB
NGR-5	Hotel/Motel Tax Fund	138R	16,500	16,500	

To carry forward funds for three grants that were approved in 2019, but payment will be made in 2020. These grants include: \$8,000 to Olympic Ballet for the New Year & Nutcracker productions, \$4,500 to YMCA for the Yankee Doodle Dash event, and \$4,000 for Hashtag Street Art.

Increase beginning fund balance	138	3080000000		16,500
Increase grant expenditures	138	5200000494	16,500	

	Department	Code	Rev	Exp	FB
NGR-6	Property Mgmt Fund	146R	49,959	49,959	

To carry forward funds for the replacement of the HVAC system at Fire Station #5. The project was budgeted and started in 2019, but was not completed until early 2020.

Increase beginning fund balance	146	3087000000		49,959
Increase repairs & maintenance	146	5700000480	49,959	

**2019  
Budget Adjustments  
Tally Sheet**

NGR-7	Department EMS	Re-approp - Bunker Gear	Code 153R	Rev 32,645	Exp 32,645	FB
<p>To re-appropriate funds for the purchase of twenty sets of bunker gear ordered in 2019 but not received prior to year-end. The total cost of \$107,050 will be split between the General Fund and the Emergency Medical Services (EMS) Funds. Please see GGR-5 for the related re-appropriation to the Fire Department fund.</p>						
Increase beginning fund balance			153	3080000000		32,645
Increase uniforms			153	5202000260	32,645	

NGR-8	Department EMS	Re-approp - MDC Vehicle Docks	Code 153R	Rev 17,255	Exp 17,255	FB
<p>The Fire department is replacing its entire fleet of Mobile Data Computers (MDCs). This re-appropriation carries forward funds to purchase the appropriate mounts in order to use the new MDCs in the department's 42 vehicles. The total cost of \$45,050 will be split between the General Fund and EMS. Please see GGR-6 for the related re-appropriation to the Fire Department fund.</p>						
Increase beginning fund balance			153	3080000000		17,255
Increase small tools/equipment			153	5200000350	17,255	

NGR-9	Department EMS	Re-approp - LifePaks, AEDs, and Ventilator	Code 153R	Rev 163,407	Exp 163,407	FB
<p>This re-appropriation carries forward funds budgeted for equipment replacement in 2019 but not spent by year-end. Equipment includes LifePaks, Automated External Defibrillators (AEDs), and a ParaPac Ventilator.</p>						
Increase beginning fund balance			153	3080000000		163,407
Increase machinery/equipment			153	5200000640	163,407	

**2019  
Budget Adjustments  
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-10	Criminal Justice	Re-approp - Marine Vessel Boathouse	156R	230,000	230,000	

To re-appropriate funds for the purchase and acquisition of a marine vessel boathouse, which will be used to provide a semi-secure location for the storage of public safety vessel Marine 2. The estimated cost of the boathouse facility is \$230,000. The general Criminal Justice Fund will cover \$130,000 and the Vessel Registration Fund (VRF) will cover \$100,000.

Increase beginning fund balance	156	3080000000			130,000
Increase transfers in	156	3976001000			100,000
Increase capital outlay	156	5300499640		230,000	

	Department		Code	Rev	Exp	FB
NGR-11	Criminal Justice	Re-approp - Body Worn Cameras	156R	100,000	100,000	

To carry forward funds for the implementation of a body worn camera pilot program. This brings the total funds available for the program in 2020 to \$400,000.

Increase beginning fund balance	156	3080000000			100,000
Increase small tools/equipment	156	5300500350		100,000	

	Department		Code	Rev	Exp	FB
NGR-12	Info Tech Reserve	Re-approp - IT Projects	505R	414,029	414,029	

This amendment re-appropriates 2019 budgeted funds to 2020 for Information Technology projects.

Projects include:  
 - Cayenta check printing, payroll direct deposit, and online paystub presentation - \$60,455  
 - Electronic staff scheduling for Fire (Telestaff) - \$99,975  
 - TRAKiT upgrade to Version 9 - \$60,000  
 - Parking enforcement technology consolidation - \$1,000  
 - Annual infrastructure upgrades - \$192,599

Increase beginning fund balance	505	3080030000			192,599
Increase beginning fund balance	505	3080040000			221,430
Increase machinery/equipment	505	5130000640		192,599	
Increase professional services	505	5140000410		203,975	
Increase machinery/equipment	505	5140000640		5,485	
Increase repairs & maintenance	505	5140000480		11,970	

**2019  
Budget Adjustments  
Tally Sheet**

Department		Code	Rev	Exp	FB
NGR-13	CIP 4	162A	583,874	583,874	
NGR-13	EMS	153A	7,982	7,982	
NGR-13	Utilities	401A	252,024	252,024	
NGR-13	Transit	425A	157,373	157,373	
NGR-13	Golf	440A	11,404	11,404	
NGR-13	Motor Vehicle Dept.	501A	25,088	25,088	
NGR-13	Telecommunications	507A	4,562	4,562	

This re-appropriation carries forward funds for the Vera clinic startup costs. The total estimated cost of \$1.2 million is being distributed between funds based on the number of HMA participants. \$157,693 was paid in 2019. The balance of \$1,042,307 will be paid in 2020.

Increase beginning fund balances			1,042,307
Increase fund expenditure accounts		1,042,307	

Department		Code	Rev	Exp	FB
NGR-14	Transit	425R	2,094,566	2,094,566	

To re-appropriate funds for Transit projects budgeted and started in 2019, but not completed prior to year-end.

Projects include:  
 \$58,418 for Everett Station Smith Street Cleanup  
 \$45,000 for Everett Station Weyerhaeuser room upgrades  
 \$85,737 for Everett Station parking lot improvements  
 \$1,905,411 for 18 paratransit vehicles originally expected to be delivered in 2019 but not received prior to year-end

Increase beginning fund balance	425	3080000000		645,336
Increase grant revenue	425	3312017032		68,589
Increase grant revenue	425	3312018004		1,380,641
Increase capital outlay	425	5135010000610	58,418	
Increase capital outlay	425	5135056205650	130,737	
Increase capital outlay	425	5135010205640	1,905,411	

**2019  
Budget Adjustments  
Tally Sheet**

NGA-1	CIP 1	Amendment - EMB Window Replacements	162A		Exp 211,071	FB (211,071)
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                 This amendment increases the CIP 1 expenditure budget for the Wall Street Building Window Replacement Project as approved by Ordinance 3708-19.             </div>						
Increase CIP 1 transfers out			162	5500000550	211,071	
Decrease ending fund balance			162	5500999490		211,071

NGA-2	Department CIP 3	Amendment - CIP 3 Park Projects	Code 154A	Rev	Exp 58,000	FB (58,000)
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                 This amendment increases the CIP 3 expenditure budget for the 2020 Forest Restoration Program as approved by Ordinance 3717-19.             </div>						
Increase CIP 3 transfers out			154	5354010550	58,000	
Decrease ending fund balance			154	5990000490		58,000

NGA-3	Department Reserve for Parks	Amendment - Lowell Riverfront Off Leash Dog Area	Code 148A	Rev 80,000	Exp 80,000	FB
<div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                 On 12/12/19, the City entered into an interlocal agreement with Snohomish County to fund an off leash dog area at Lowell Riverfront Trails. As part of the agreement the County gave the City \$80,000 towards the construction of the project. Construction expenses are not expected to exceed \$80,000.             </div>						
Increase capital outlay			148	500000007640	80,000	
Increase intergovernmental revenue			148	3370700155		80,000

**2019  
Budget Adjustments  
Tally Sheet**

Department	Code	Rev	Exp	FB	
NGA-4 Transit	Amendment - Capital Outlay Adjustment	425A	(2,006,800)	(2,397,597)	390,797

Transit has had several changes in their capital plan for 2020 and would like to adjust the budget to reflect the changes.

Adjustments include:

- (\$1,617,647) - two electric buses will be delivered in 2021 rather than 2020
- (\$789,750) - funds will not be needed for the design of a new operations base this year
- \$9,800 - funds are needed to purchase a safety table for maintenance of electric bus battery systems

Decrease grant revenue	425	3312002019	1,375,000	
Decrease grant revenue	425	3312000000	631,800	
Increase ending fund balance	425	5999000000490	390,797	
Decrease capital outlay	425	5135010205640		1,617,647
Decrease capital outlay	425	5135010000610		789,750
Increase capital outlay	425	5135010000640	9,800	

Department	Code	Rev	Exp	FB	
NGA-5 Real Property Acquisition	Amendment - Property Purchase	145A	180,000	180,000	

The City of Everett Park's Department was awarded a \$180,000 grant from the Snohomish County Conservation Futures Property Tax Fund to acquire property to add to the existing Madison Morgan Park. The planned use of the property is to be incorporated into the existing park for additional open space and trails. The closing date for the sale is July 1, 2020.

Increase capital outlay	145	5626000943610	180,000	
Increase intergovernmental revenue	145			180,000

Department	Code	Rev	Exp	FB	
NGA-6 EMS	Amendment - SAFER Grant	153A	631,950	842,600	(210,650)

The Emergency Medical Services division was awarded a FEMA SAFER grant to cover the cost of adding ten new firefighters, which will allow the staffing of an additional basic life support aid unit at Fire Station #6. This location serves several high demand locations. The grant covers a period of three years and will cover 75% of employee salary and benefit costs for the first two years and 35% of salary and benefit costs in the third year. Ten positions were hired in early February.

Council approved acceptance of this grant at the October 9, 2019, Council meeting.

Increase salaries & wages	153	5200001110	567,600	
Increase benefits	153	5200001210	275,000	
Increase grant revenue	153	3319700132		631,950
Decrease ending fund balance	153	5990000490		210,650

**Project title:** Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties.

**Council Bill #**

**Consideration:** Resolution for the proposed surplus of city owned real property

**Agenda dates requested:**

03/18/2020 Briefing  
04/08/2020 Action and Public Hearing

**Project:** Sale of City owned property identified as surplus to City needs.

**Partner/Supplier:** N/A

**Location:** Citywide

**Preceding action:** 11/14 /2018 – City Council adopted Resolution 7309 authorizing an initial round of surplus property sales

**Fund:** 145 – Real Property; 145 – Utilities

Briefing X  
Proposed action  
Consent  
Action 4/8/20  
Ordinance  
Public hearing 4/8/20  
 Yes  No

## City Council Agenda Item Cover Sheet

**Fiscal summary statement:**

- Positive with proceeds from property sales

**Budget amendment:**  
 Yes  No

**Project summary statement:**

The City proposes to surplus city owned properties which staff has identified as surplus to the City's needs as described in the attached Resolution Exhibit A and as generally depicted on the attached site map. This proposed selection of parcels is a follow-on to the initial round of properties identified in Resolution 7309 which was adopted by City Council in November 2018.

**PowerPoint presentation:**  
 Yes  No

A Public Hearing is scheduled for April 8, 2020 at 6:30 P.M. in the City of Everett Council Chambers to review the specific properties proposed for surplus and to adopt the Resolution.

**Attachments:**

1. Resolution
2. Hearing Notice
3. Site Map

**Department(s) involved:**  
All

**Contact person:**  
Paul McKee

**Phone number:**  
425-257-8938

**Email:**  
pmckee@everettwa.gov

**Initialed by:**

Department head

Administration  
  
Council President

**Recommendation (exact action requested of Council):**

Adopt Resolution authorizing the declaration of certain city owned properties as surplus and authorizing the sale and disposition of those properties.



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

**A RESOLUTION authorizing the declaration of certain City owned properties as surplus and authorizing the sale and disposition of those properties.**

**WHEREAS,**

- A. A review of certain properties owned by the City for surplus as described in Exhibit A, attached hereto and incorporated herein by reference, has been completed by all City Departments and has received approval of the Mayor; and
- B. In accordance with RCW 35.94.040 the City of Everett did hold a public hearing on April 8, 2020, regarding the proposed surplus of City owned properties, some of which were originally purchased for utility purposes; and
- C. The Everett City Council finds and determines that the real property described in Exhibit A, is not and will not be needed for City purposes and is therefore, declared to be surplus; and
- D. The Everett City Council finds that the City is acting in compliance with the City Charter and the requirements of Ordinance No. 2935-06 establishing the process for sale of City owned real property except as provided for herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT as follows:**

**Section 1:** The real property described in Exhibit A is not and will not be needed for City purposes, and is, therefore, declared to be surplus property.

**Section 2:** The real property described in Exhibit A shall be sold on the following conditions:

- a) No property shall be sold for less than 100% of the market value as established by written independent appraisal for the property or for such other reasonable and lawful terms and conditions the City determines to be in the best interests of the City; and

**City of Everett**  
**NOTICE OF PUBLIC HEARING**  
**and intent to Surplus City of Everett Utilities Owned and other Real Property**

NOTICE: That the City of Everett proposes to surplus utilities owned real property as described in Exhibit "A" herein and other city owned real property that appears to be surplus to the City's needs. The disposition of the property will be based upon a sales price of not less than 100% of the appraised market value of the property or upon such other terms and conditions for such disposition as the City Council deems to be in the best public interest.

The Public Hearing of the City Council for consideration of the surplus of the city owned real property is:

**6:30 P.M.**  
**April 8, 2020**  
**City Council Chambers located at**  
**3002 Wetmore Ave**  
**Everett, WA 98201**

The specific terms of sale for the surplus of the real property will be set forth by City Council in a Resolution authorizing the surplus of the herein described property and other real property.

For more information or questions regarding this Notice, the property disposition process or the properties being considered for surplus, please call the City's Real Property Manager, Paul McKee at (425) 257-8938.

Published: March 22, 2020 and March 29, 2020.

City of Everett  
Real Property Department

**Exhibit "A"**  
**City of Everett Real Property - Surplus List**  
**Utilities owned: Items 1-3; Other owned: Items 4-6**

1. **TAX ACCOUNT NUMBER: 00571700900400**

**Size: Appx. 0.50 Acre**

**31XX Shore Ave**

**Appraised Fair Market Value: \$510,000**

**Legal Description:**

LOT 4, BLOCK 9, PLAT OF SHORE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE EAST 10 FEET THEREOF.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

2. **TAX ACCOUNT NUMBER: 00612000002000**

**Size: Appx. 0.20 Acre**

**XXXX Kenwood Drive**

**Appraised Fair Market Value: \$170,000**

**Legal Description:**

LOT 20, PLAT OF WESTWOOD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

3. **TAX ACCOUNT NUMBER: 28050800302400**

**Size: Appx. 92.5 Acres**

**Woods Creek Property at Valley View**

**Appraised Fair Market Value: \$3,000,000**

**Legal Description:**

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHEASTERLY OF PRIMARY STATE HIGHWAY NO. 1;

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; LESS THE EAST THREE-QUARTERS OF THE NORTH HALF;

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

4. **TAX ACCOUNT NUMBER: 29051700100600**

**Size: Appx. 0.10 Acre**

**9XX East Marine View Drive**

**Appraisal Pending**

**Legal Description:**

THE EASTERLY 60 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON, AND THE EAST LINE OF WALNUT STREET;  
THENCE NORTHERLY ALONG THE EAST LINE OF WALNUT STREET A DISTANCE OF 476.06 FEET TO THE TRUEPOINT OF BEGINNING;  
THENCE CONTINUE NORTHERLY ALONG THE EAST LINE OF WALNUT STREET A DISTANCE OF 75 FEET;  
THENCE ANGLE TO THE RIGHT 89° 29' A DISTANCE OF 277 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILWAY;  
THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 75.27 FEET;  
THENCE ANGLE TO THE RIGHT 94° 54' TO AN INTERSECTION WITH THE EAST LINE OF WALNUT STREET AND THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

5. **TAX ACCOUNT NUMBER: 00439171700800**

**Size: Appx. 0.13 Acre**

**3015 Colby Avenue (Culmback Bldg)**

**Appraisal Pending**

**Legal Description:**

LOTS 8 AND 9, BLOCK 717, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

6. **TAX ACCOUNT NUMBER: 00453350700300**

**Size: Appx. 0.06 Acre**

**23XX Highland Avenue**

**Appraisal Pending**

**Legal Description:**

LOT 3, BLOCK 507, PLAT OF GARFIELDS FIRST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 66, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, IF ANY.

# City of Everett

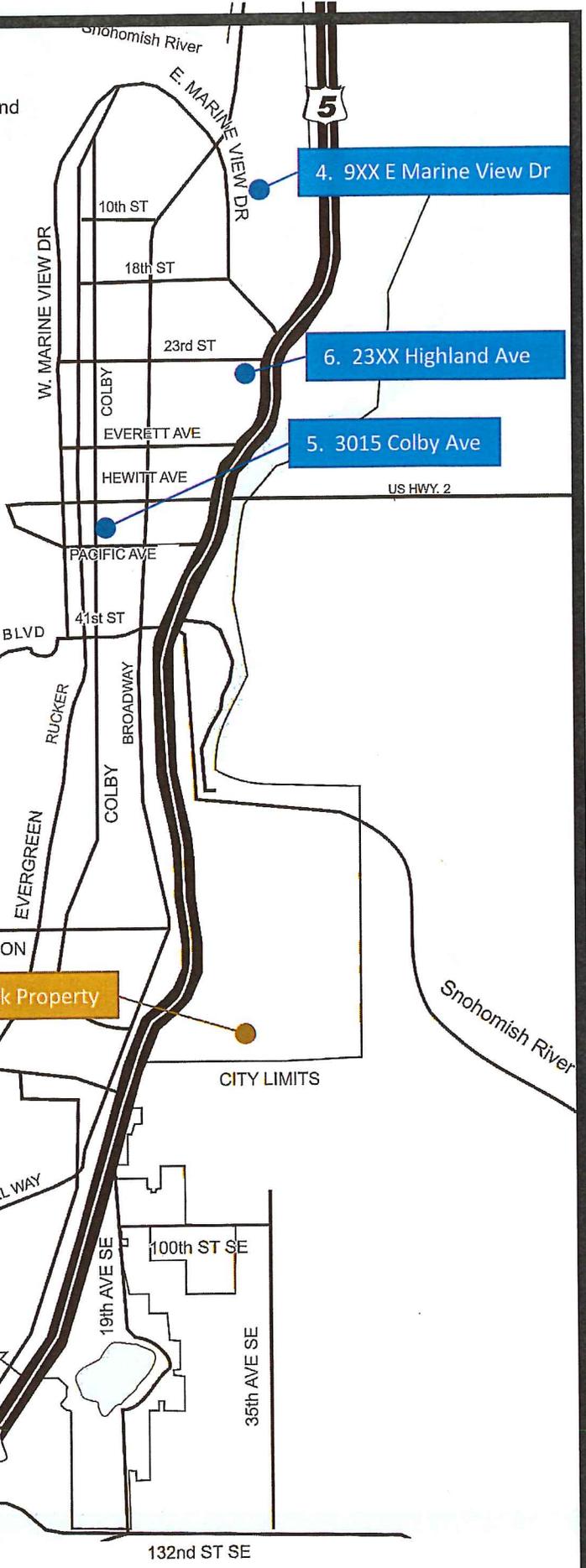
## Potential Surplus Property Sites

Utility Owned

General Fund Owned

Port Gardner Bay

Jetty Island





**Project title:** An Ordinance creating a special improvement project entitled "Jackson Park Area Stormwater Separation and Treatment" Fund 336, Program 012

**City Council Agenda Item Cover Sheet**

**Council Bill #**

CB 2003-17

**Agenda dates requested:**

March 18, 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, Map

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Dave Voigt

**Phone number:**

9425) 257-8983

**Email:**

dvoigt@everettwa.gov

**Consideration:** Plans & Systems Ordinance

**Project:** Jackson Park Stormwater Separation and Treatment

**Partner/Supplier:** Washington State Department of Ecology

**Location:** Jackson Park and East Marine View Drive

**Preceding action:** None

**Fund:** 336

**Fiscal summary statement:**

The budget for this project is \$1,500,000 and includes two funding sources: Fund 401 – Water and Sewer Utility Fund will provide local matching funds of \$562,500 and a WA State Department of Ecology Water Quality grant will provide \$937,500 for a total of \$1,500,000.

**Project summary statement:**

This project will plan, design and construct stormwater collection and treatment improvements on vacant City-owned land together with drainage collection improvements in the catchment area. Tributary catchment includes portions of East Marine View Drive, Jackson Park and residential streets and alleys south of Jackson Park.

The improvements will remove wet weather flows from the combined sewer system reducing combined sewer overflows (CSOs) and lessen wet weather volume to the Water Pollution Control Facility on Smith Island.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance creating a special improvement project entitled "Jackson Park Stormwater Separation and Treatment" Fund 336, Program 012.

**Initialed by:**

Department head

Administration

Council President



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

An **ORDINANCE** creating a special improvement project entitled “Jackson Park Area Stormwater Separation and Treatment” Fund 336, Program 012, to accumulate all costs for the improvement.

**WHEREAS,**

- A. The City of Everett is committed to a planned stormwater infrastructure improvement program.
- B. The City of Everett had identified the need and obtained grant funds to construct certain stormwater system improvements.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 012, entitled “Jackson Park Area Stormwater Separation and Treatment” 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 \$1,500,000 is hereby appropriated to Fund 336, Program 012, “Jackson Park Area Stormwater Separation and Treatment” as follows:

A. Estimated Project Costs	\$1,500,000
B. Source of Funds	
WA State Department of Ecology Grant	\$ 937,500
Fund 401 – Water/Sewer Utility Fund	562,500
Total Funds	<u>\$1,500,000</u>

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




 1 inch = 140 feet  
 Proposed Stormwater Treatment  
 Proposed Stormwater Pipe  
 Proposed Stormwater Catch Basins  
 Impervious - Streets & Alleys (5.85 acres)  
 Impervious - Driveways (0.90 acres)  
 Impervious - Buildings (1.73 acres)  
 Grass Area - (22.84 acres)  
 October 2017  
**JACKSON PARK AREA STORMWATER SEPARATION AND TREATMENT PROJECT**  
 Exhibit for Grant Application WQC-2019-EverPW-00038

City-Owner Land (0.5ac) for Proposed Stormwater Treatment Facility

Existing CSO Outfall (900) to Greenish River

Stormwater for Treatment Connection for Treatment Facility

Additional Storm Drainage Pipe for Park to Connect

This Area of Jackson Park to be Renovated and Updated

Disconnected Storm Drainage from Sewer

Disconnected Parking Lot from Sewer

New Storm Drainage Collection Pipe Typical

Disconnected Storm Drainage from Sewer

Disconnected Storm Drainage from Sewer